

# EXHIBIT 3

**Rhonda Gaddis**

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1 IN THE UNITED STATES DISTRICT COURT 2 NORTHERN DISTRICT OF ALABAMA 3 SOUTHERN DIVISION 4 5 CIVIL ACTION NO. 2:15-cv-274-MHH 6 7 BRIANA WALKER, individually and on behalf 8 of herself and all others similarly 9 situated, 10 Plaintiffs, 11 vs. 12 FREEDOM RAIN, INC., d/b/a The Lovelady 13 Center, 14 Defendant. 15 16 DEPOSITION 17 OF 18 RHONDA GADDIS 19 October 21, 2015 20 21 REPORTED BY: Lisa Roussell 22 Certified Shorthand Reporter 23 and Notary Public	1 A P P E A R A N C E S 2 3 FOR THE PLAINTIFF: 4 Mr. Robert J. Camp 5 Attorney at Law 6 Wiggins, Childs, Pantazis, Fisher & 7 Goldfarb, LLC 8 The Kress Building 9 301 19th Street North 10 Birmingham, AL 35203 11 12 FOR THE DEFENDANT: 13 Ms. Mary Ann Couch 14 Ms. Anne Knox Averitt 15 Attorney at Law 16 Bradley Arant Boult Cummings LLP 17 1819 Fifth Avenue North 18 Birmingham, AL 35203 19 20 21 22 23
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1 S T I P U L A T I O N 2 IT IS STIPULATED AND AGREED, 3 by and between the parties, through their 4 respective counsel, that the deposition of 5 RHONDA GADDIS may be taken before Lisa 6 Roussell, Commissioner, Certified 7 Shorthand Reporter and Notary Public; 8 That the signature to and 9 reading of the deposition by the witness 10 is waived, the deposition to have the same 11 force and effect as if full compliance had 12 been had with all laws and rules of Court 13 relating to the taking of depositions; 14 That it shall not be necessary 15 for any objections to be made by counsel 16 to any questions, except as to form or 17 leading questions, and that counsel for 18 the parties may make objections and assign 19 grounds at the time of trial, or at the 20 time said deposition is offered in 21 evidence, or prior thereto.	1 OTHERS PRESENT: 2 Ms. Melinda Magahey 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

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1	I, Lisa Roussell, a Certified			
2	Shorthand Reporter of Birmingham, Alabama,			
3	and a Notary Public for the State of			
4	Alabama at Large, acting as Commissioner,			
5	certify that on this date, as provided by			
6	the Federal Rules of Civil Procedure of			
7	the United States District Court, and the			
8	foregoing stipulation of counsel, there			
9	came before me at Wiggins, Childs,			
10	Pantazis, Fisher & Goldfarb, 301 19th			
11	Street North, Birmingham, Alabama 35203,			
12	on October 21, 2015, commencing at 10:12			
13	a.m., RHONDA GADDIS, witness in the above			
14	cause, for oral examination, whereupon the			
15	following proceedings were had:			
16				
17	RHONDA GADDIS,			
18	being first duly sworn, was examined and			
19	testified as follows:			
20				
21	EXAMINATION BY MS. COUCH:			
22	Q. Good morning. I'm Mary Ann			
23	Couch. I represent the defendant in this			

<p>1 A. They did four extractions.</p> <p>2 Three were simple and one they thought was</p> <p>3 going to be simple turned out to be</p> <p>4 complicated. There are six sutures in my</p> <p>5 mouth right now.</p> <p>6 Q. So you were in a lot of pain?</p> <p>7 A. Yes. I'm still in some pain.</p> <p>8 Q. I think you described two of</p> <p>9 the drugs you were on. Is there a third?</p> <p>10 A. Amoxicillin is just an</p> <p>11 antibiotic because I have other teeth that</p> <p>12 are still abscessed.</p> <p>13 Q. Are any of those drugs making</p> <p>14 you feel today that you can't think</p> <p>15 clearly?</p> <p>16 A. That I cannot? No, they're</p> <p>17 not affecting my ability to think.</p> <p>18 Q. Do you otherwise feel okay to</p> <p>19 give your testimony under sworn oath?</p> <p>20 A. Yes.</p> <p>21 Q. A couple of other ground</p> <p>22 rules, make sure you speak up as clearly</p> <p>23 as possible for the court reporter to make</p>	<p>Page 9</p> <p>1 document.</p> <p>2 A. (Witness reviewing document.)</p> <p>3 Okay.</p> <p>4 Q. Did you help and prepare the</p> <p>5 answers to these interrogatories?</p> <p>6 A. Yes.</p> <p>7 Q. Do you know whether or not</p> <p>8 they are complete, if the answers are</p> <p>9 correct and accurate?</p> <p>10 A. To the best of my knowledge,</p> <p>11 they're accurate and correct at this time.</p> <p>12 Also, that I can remember here.</p> <p>13 (Witness conferring with</p> <p>14 counsel.)</p> <p>15 A. Oh, I'm sorry. So the</p> <p>16 criminal history, there are misdemeanor</p> <p>17 convictions that I don't recall how many</p> <p>18 counts the misdemeanor convictions, but I</p> <p>19 know that there were four possession of</p> <p>20 drug paraphernalia, trespassing, and</p> <p>21 shoplifting.</p> <p>22 Q. Are there any other answers</p> <p>23 that are incomplete at this time?</p>
<p>1 her job easier. I will try not to talk</p> <p>2 over you. If you can, try not to talk</p> <p>3 over me to make our statements clear for</p> <p>4 the court reporter. Make sure that you</p> <p>5 give verbal responses or a yes or a no</p> <p>6 answer if it's applicable instead of</p> <p>7 nodding your head or waving your arms or</p> <p>8 something like that. Just to make her job</p> <p>9 easier. It will go quicker and more</p> <p>10 smoothly for everybody. Let me know if at</p> <p>11 any time you don't understand any one of</p> <p>12 my questions, and I'll restate it for you.</p> <p>13 If we need to take breaks, we'll do that</p> <p>14 as well. We'll go ahead and get started</p> <p>15 on sort of some background information.</p> <p>16 MS. COUCH: I'm going to mark</p> <p>17 as Exhibit 2, your responses to the</p> <p>18 Lovelady Center's interrogatories.</p> <p>19 (Whereupon, Defendant's</p> <p>20 Exhibit 2 was marked for</p> <p>21 identification and attached</p> <p>22 to the deposition.)</p> <p>23 Q. Take a minute to look over the</p>	<p>Page 10</p> <p>1 A. I don't believe so.</p> <p>2 Q. Okay. I'm going to show you</p> <p>3 what we've marked as Defendant's Exhibit</p> <p>4 3.</p> <p>5 (Whereupon, Defendant's</p> <p>6 Exhibit 3 was marked for</p> <p>7 identification and attached</p> <p>8 to the deposition.)</p> <p>9 Q. These are responses to the</p> <p>10 Lovelady Center's request for production</p> <p>11 of documents.</p> <p>12 A. Okay.</p> <p>13 Q. Are these responses correct as</p> <p>14 you read them here today?</p> <p>15 A. Yes.</p> <p>16 Q. Is there anything that you</p> <p>17 would add or change?</p> <p>18 A. Not at this time.</p> <p>19 MR. CAMP: Like I said earlier,</p> <p>20 we have a response of documents that will</p> <p>21 be produced as soon as they're brought</p> <p>22 downstairs.</p> <p>23 Q. Ms. Gaddis, could you please</p>

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<p style="text-align: right;">Page 13</p> <p>1 state your date of birth for the record?</p> <p>2 A. [REDACTED] 1982.</p> <p>3 Q. Social Security number?</p> <p>4 A. [REDACTED]-8343.</p> <p>5 Q. And what's your current</p> <p>6 address?</p> <p>7 A. [REDACTED],</p> <p>8 Birmingham, Alabama [REDACTED].</p> <p>9 Q. How long have you lived at</p> <p>10 that address?</p> <p>11 A. Two months.</p> <p>12 Q. Where did you live before your</p> <p>13 current address?</p> <p>14 A. In Odenville. It's [REDACTED]</p> <p>15 [REDACTED], Odenville, Alabama, and I</p> <p>16 don't remember the zip code. Sorry.</p> <p>17 Q. How long did you live in</p> <p>18 Odenville?</p> <p>19 A. About a year.</p> <p>20 Q. At your current address, does</p> <p>21 anyone live there with you?</p> <p>22 A. The landlord. It's his house.</p> <p>23 I rent the upstairs but he lives</p>	<p style="text-align: right;">Page 15</p> <p>1 seven years. He's in the state of</p> <p>2 Florida.</p> <p>3 Q. Where does he live in Florida?</p> <p>4 A. I don't know.</p> <p>5 Q. Do you know where he last</p> <p>6 lived?</p> <p>7 A. In Niceville, Florida.</p> <p>8 Q. But you are still legally</p> <p>9 married to your husband?</p> <p>10 A. Yes.</p> <p>11 Q. And what's his name?</p> <p>12 A. Brandon Gaddis.</p> <p>13 Q. Do you and your husband have</p> <p>14 any children together?</p> <p>15 A. Yes.</p> <p>16 Q. Could you please state their</p> <p>17 names?</p> <p>18 A. [REDACTED].</p> <p>19 Q. Is that it?</p> <p>20 A. Uh-huh.</p> <p>21 Q. How old is he?</p> <p>22 A. Seven.</p> <p>23 Q. Where does he live?</p>
<p style="text-align: right;">Page 14</p> <p>1 downstairs.</p> <p>2 Q. Who's the landlord? What's</p> <p>3 his name?</p> <p>4 A. Nicholas Hunt.</p> <p>5 Q. Does anyone live with you in</p> <p>6 the -- did you say you live in the</p> <p>7 downstairs or the upstairs?</p> <p>8 A. I live upstairs.</p> <p>9 Q. Does anyone live with you</p> <p>10 upstairs?</p> <p>11 A. No.</p> <p>12 Q. No husband or boyfriend?</p> <p>13 A. No.</p> <p>14 Q. Do you have a husband or</p> <p>15 boyfriend?</p> <p>16 A. Not at this time.</p> <p>17 Q. Okay. Have you recently had a</p> <p>18 husband or boyfriend?</p> <p>19 A. Yes.</p> <p>20 Q. Was this a husband?</p> <p>21 A. No. Boyfriend. Actually,</p> <p>22 okay. This is a little complicated. I do</p> <p>23 have a husband. We've been separated for</p>	<p style="text-align: right;">Page 16</p> <p>1 A. With his father in Florida,</p> <p>2 with Brandon Gaddis.</p> <p>3 Q. And you don't know where</p> <p>4 either of them are in Florida at this</p> <p>5 time?</p> <p>6 A. I don't.</p> <p>7 Q. When's the last time you had</p> <p>8 contact with your husband or your son?</p> <p>9 A. Eight months ago.</p> <p>10 Q. Okay. Do you have any other</p> <p>11 children?</p> <p>12 A. Yes.</p> <p>13 Q. What are their names?</p> <p>14 A. My oldest child, his name is</p> <p>15 [REDACTED], and my middle child, her</p> <p>16 name is [REDACTED].</p> <p>17 Q. Your oldest child [REDACTED], how</p> <p>18 old is he?</p> <p>19 A. Fourteen.</p> <p>20 Q. And your middle name,</p> <p>21 [REDACTED] how old is she?</p> <p>22 A. Nine.</p> <p>23 Q. Where does [REDACTED] live?</p>

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<p style="text-align: right;">Page 17</p> <p>1 A. I don't know.      2 Q. When did you last talk to      3 [REDACTED] ?      4 A. When he was nine months old.      5 He was placed for adoption.      6 Q. Okay. And do you know where,      7 what family he was adopted by?      8 A. Mitchell and Annette [REDACTED]      9 adopted him.      10 Q. Was that in Alabama or      11 Florida?      12 A. At the time they lived in      13 Alabama. They lived in Pelham, Alabama,      14 but they moved to Mississippi years ago,      15 and I didn't have an address or any      16 contact information from them.</p> <p>17 Q. Where does [REDACTED] live?      18 A. With my aunt, Janis Jacobs in      19 Huntsville, Alabama.      20 Q. How long has she lived there?      21 A. Since 2012.      22 Q. Okay. And when's the last      23 time you saw [REDACTED] ?</p>	<p style="text-align: right;">Page 19</p> <p>1 I was raised as a Baptist, but I've kind      2 of strayed from the Baptist faith, but I      3 still consider myself a Christian.      4 Q. Do you go to any church?      5 A. Not at this time.      6 Q. Is Lovelady religious?      7 MR. CAMP: Object to the form.      8 You're asking her if a legal entity is      9 religious?      10 Q. Is it affiliated with any      11 religious entity?      12 A. They have spiritual classes.      13 I don't know how to answer that question,      14 to be honest with you.      15 Q. Was Lovelady involved in your      16 religion or your spiritual growth?      17 A. No.      18 Q. Did Lovelady provide any      19 spiritual or religious services to you      20 while you lived there?      21 A. Yes. They were required, not      22 optional.      23 Q. Did you participate in any of</p>
<p style="text-align: right;">Page 18</p> <p>1 A. Last Christmas.      2 Q. Does your aunt have legal      3 custody of [REDACTED] ?      4 A. Yes.      5 Q. And how long has she had legal      6 custody of [REDACTED] ?      7 A. Since March of 2013.      8 Q. What was the reason that your      9 aunt was given legal custody of your      10 daughter, [REDACTED] ?      11 A. I left her in the care of my      12 aunt because I was addicted to drugs, and      13 I could not care for her.      14 Q. Did any of your children live      15 at the Lovelady Center when you were      16 there?      17 A. No.      18 Q. Have you ever been in the      19 military?      20 A. No.      21 Q. Are you affiliated with any      22 specific religion?      23 A. I consider myself Christian.</p>	<p style="text-align: right;">Page 20</p> <p>1 those types of services?      2 A. I did. I had to. It's part      3 of the program.      4 Q. Are you a person who sticks by      5 their word?      6 A. Yes.      7 Q. If you say something, will you      8 follow through with it?      9 A. To the best of my ability,      10 yes.      11 Q. Is it ever okay to lie or to      12 tell a half truth? Is it ever okay to lie      13 or tell a half true even to protect your      14 family or yourself?      15 A. No.      16 Q. Okay. I know earlier you      17 mentioned some additional misdemeanor      18 charges that were not on your      19 interrogatory responses, but could you      20 please state all the instances when you've      21 been arrested or in jail, including those      22 misdemeanors and including the felonies      23 that were listed on your interrogatory</p>

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<p>1 responses?</p> <p>2 A. To be honest, I cannot at this 3 time recall every time that I've been 4 arrested. There are numerous occasions 5 where I've been arrested, while I was 6 addicted to drugs. What I can tell you is 7 I have a total of five felony arrest 8 convictions and multiple accounts of 9 misdemeanors, and some of them were 10 together. Some of the felonies and 11 misdemeanors came together like there was 12 a possession, which was also a misdemeanor 13 for paraphernalia, and then the 14 trespassing and the shoplifting 15 misdemeanors were separate incidents.</p> <p>16 Q. Do you know what the felonies 17 were for; do you remember?</p> <p>18 A. Possession of cocaine, 19 possession of methamphetamines, and grand 20 theft auto.</p> <p>21 Q. And did you do any jail time 22 for any of those offenses?</p> <p>23 A. Yes.</p>	<p>Page 21</p> <p>1 I have. I'm sorry. There was a lawsuit 2 that I was involved in when I was part of 3 a wreck. I was pregnant with my youngest 4 child. Other than that, I cannot recall 5 any other lawsuits at this time. Legal 6 proceedings, just the criminal stuff that 7 I've described to you.</p> <p>8 Q. And so that lawsuit, did you 9 get in an accident?</p> <p>10 A. My sister was driving, but I 11 was in the car with her.</p> <p>12 Q. Were you hurt?</p> <p>13 A. Yes.</p> <p>14 Q. And so did you sue the other 15 driver?</p> <p>16 A. I did.</p> <p>17 Q. Did your sister also sue?</p> <p>18 A. She did.</p> <p>19 Q. Did you recover any money from 20 that lawsuit?</p> <p>21 A. Yes, ma'am.</p> <p>22 Q. Do you recall the amount of 23 money you recovered?</p>
<p>1 Q. How much jail time, and was it 2 at different points in your life or all at 3 once?</p> <p>4 A. No. They were at different 5 points. I did a year for the possession 6 of cocaine, and the grand theft auto was 7 the first two felony charges that I was 8 arrested for, and the subsequent 9 possession of cocaine, I don't remember 10 how much time I received for that. But 11 the possession of methamphetamines, I 12 served over a year in jail.</p> <p>13 Q. Where were you at jail for 14 each of those instances?</p> <p>15 A. The possession of cocaine and 16 grand theft auto, it was Escambia County, 17 Florida, and possession of 18 methamphetamines and the shop lifting and 19 trespassing was Madison County, Alabama.</p> <p>20 Q. Have you been involved in any 21 other lawsuits or investigations by the 22 police or other authorities?</p> <p>23 A. Lawsuits, no. Actually, yes,</p>	<p>Page 22</p> <p>1 A. I think it was a little over 2 seven thousand dollars.</p> <p>3 Q. Do you know where that lawsuit 4 was filed?</p> <p>5 A. The wreck occurred in 6 Jefferson County, Alabama but we lived in 7 Shelby County, Alabama at the time, so...</p> <p>8 Q. Do you recall the name of your 9 attorney?</p> <p>10 A. I don't. It was seven years 11 ago.</p> <p>12 Q. And you mentioned you were 13 pregnant at the time with your --</p> <p>14 A. My youngest child.</p> <p>15 Q. And back to something you 16 mentioned at the very beginning of this 17 deposition. You mentioned you were on a 18 drug because of morning sickness. Are you 19 pregnant currently?</p> <p>20 A. Yes.</p> <p>21 Q. So you said that you've been 22 involved in that one lawsuit, but no other 23 investigations except for the arrests and</p>

<p style="text-align: right;">Page 25</p> <p><sup>1</sup> jail time that we've already talked about?</p> <p><sup>2</sup> A. Yes, ma'am.</p> <p><sup>3</sup> Q. No other civil actions like</p> <p><sup>4</sup> the one we're involved in now versus</p> <p><sup>5</sup> criminal?</p> <p><sup>6</sup> A. Not that I can recall at this</p> <p><sup>7</sup> time.</p> <p><sup>8</sup> Q. Have you been involved in any</p> <p><sup>9</sup> what we call EEOC complaints or charges</p> <p><sup>10</sup> that those are complaints with the Equal</p> <p><sup>11</sup> Employment Opportunity Commission?</p> <p><sup>12</sup> A. Oh, yes.</p> <p><sup>13</sup> Q. When have you ever filed a</p> <p><sup>14</sup> complaint or been involved in an EEOC</p> <p><sup>15</sup> charge?</p> <p><sup>16</sup> A. I filed a complaint with the</p> <p><sup>17</sup> labor department in 2014.</p> <p><sup>18</sup> Q. What was that for?</p> <p><sup>19</sup> A. For the unpaid wages working</p> <p><sup>20</sup> at Lovelady. But it was only like I made</p> <p><sup>21</sup> the complaint to the labor department, and</p> <p><sup>22</sup> what I was compensated for was only the</p> <p><sup>23</sup> time after I graduated their program.</p>	<p style="text-align: right;">Page 27</p> <p><sup>1</sup> Exhibit 4 was marked for</p> <p><sup>2</sup> identification and attached</p> <p><sup>3</sup> to the deposition.)</p> <p><sup>4</sup> Q. I'd like you to take a look at</p> <p><sup>5</sup> those documents.</p> <p><sup>6</sup> A. (Witness reviewing documents.)</p> <p><sup>7</sup> Q. Did you sign these documents?</p> <p><sup>8</sup> A. I did.</p> <p><sup>9</sup> Q. And did you accept the check</p> <p><sup>10</sup> that's reflected on the fourth page of the</p> <p><sup>11</sup> documents?</p> <p><sup>12</sup> A. I signed them because I was</p> <p><sup>13</sup> told to sign them in order to get the</p> <p><sup>14</sup> check, and yes, I did get the check, but I</p> <p><sup>15</sup> didn't read what I signed. And I wasn't</p> <p><sup>16</sup> aware of my rights at the time I signed</p> <p><sup>17</sup> this, so...</p> <p><sup>18</sup> Q. What did you think this money</p> <p><sup>19</sup> was for? At the time you signed this</p> <p><sup>20</sup> settlement, what did you think the money</p> <p><sup>21</sup> was for?</p> <p><sup>22</sup> A. I was told, before I signed</p> <p><sup>23</sup> this, a representative from the department</p>
<p style="text-align: right;">Page 26</p> <p><sup>1</sup> So...</p> <p><sup>2</sup> Q. Okay. So do you agree that</p> <p><sup>3</sup> you received money from the Lovelady</p> <p><sup>4</sup> Center as a result of the department's</p> <p><sup>5</sup> labor investigation?</p> <p><sup>6</sup> A. Not for the time that I was in</p> <p><sup>7</sup> the program. Only the time after I</p> <p><sup>8</sup> graduated the program. I was no longer in</p> <p><sup>9</sup> the center for that time period.</p> <p><sup>10</sup> Q. Do you recall the amount of</p> <p><sup>11</sup> money that you got from Lovelady for wages</p> <p><sup>12</sup> due to you for your time spent working</p> <p><sup>13</sup> after your involvement in the Lovelady</p> <p><sup>14</sup> program, after you graduated the program?</p> <p><sup>15</sup> A. The amount of the check was</p> <p><sup>16</sup> one thousand two hundred and fifty</p> <p><sup>17</sup> dollars, I think.</p> <p><sup>18</sup> Q. Okay. I'm going to mark as</p> <p><sup>19</sup> Defendant's Exhibit 4, documents that we</p> <p><sup>20</sup> produced to your attorney earlier this</p> <p><sup>21</sup> morning that represent your settlement</p> <p><sup>22</sup> with the department of labor.</p> <p><sup>23</sup> (Whereupon, Defendant's</p>	<p style="text-align: right;">Page 28</p> <p><sup>1</sup> of labor called me and told me that there</p> <p><sup>2</sup> would be compensation for the time after I</p> <p><sup>3</sup> graduated the Lovelady's program, and that</p> <p><sup>4</sup> this is what this was for. That does not</p> <p><sup>5</sup> include at the time that I was in the</p> <p><sup>6</sup> center that I was also paid less than</p> <p><sup>7</sup> minimum wage.</p> <p><sup>8</sup> Q. You just stated that at the</p> <p><sup>9</sup> time you signed this agreement, someone</p> <p><sup>10</sup> from the department of labor told you that</p> <p><sup>11</sup> this settlement check for over one</p> <p><sup>12</sup> thousand two hundred and fifty dollars was</p> <p><sup>13</sup> for time that you worked after you</p> <p><sup>14</sup> graduated?</p> <p><sup>15</sup> A. Yes, ma'am.</p> <p><sup>16</sup> MR. CAMP: Object to the form.</p> <p><sup>17</sup> Mischaracterizes her testimony. You can</p> <p><sup>18</sup> answer.</p> <p><sup>19</sup> MS. AVERITT: I think she did</p> <p><sup>20</sup> answer.</p> <p><sup>21</sup> Q. Have you ever been involved in</p> <p><sup>22</sup> any other EEOC charges apart from the</p> <p><sup>23</sup> department of labor investigation we've</p>

	Page 29		Page 31
<p>1 talked about?</p> <p>2 A. No, not that I can recall.</p> <p>3 Q. Have you ever had your</p> <p>4 deposition taken before?</p> <p>5 A. No.</p> <p>6 Q. Was your deposition taken in</p> <p>7 the car wreck case we talked about a</p> <p>8 minute ago?</p> <p>9 A. No.</p> <p>10 Q. Have you ever testified in</p> <p>11 court?</p> <p>12 A. No.</p> <p>13 Q. Or taken any other sworn</p> <p>14 testimony?</p> <p>15 A. What do you mean by sworn</p> <p>16 testimony?</p> <p>17 Q. Testimony that's under oath</p> <p>18 where you swear to tell the truth.</p> <p>19 A. No.</p> <p>20 Q. What did you do to prepare for</p> <p>21 your deposition today?</p> <p>22 A. I met with Robert Camp and</p> <p>23 Rusty Adams.</p>	Page 30	<p>1 Lovelady. I'd like to ask you a little</p> <p>2 bit about your education. Did you</p> <p>3 complete high school?</p> <p>4 A. No.</p> <p>5 Q. What grade did you complete?</p> <p>6 A. The highest grade that I</p> <p>7 completed was eleventh. I dropped out my</p> <p>8 senior year.</p> <p>9 Q. Where did you go to high</p> <p>10 school?</p> <p>11 A. Well, there were multiple high</p> <p>12 schools. I went back and forth between</p> <p>13 family members as a child. So I was at</p> <p>14 Hewitt-Trussville High School for a brief</p> <p>15 period as well as a school that's also a</p> <p>16 vocational school called Renaissance High</p> <p>17 in Pelham, Alabama and Hewitt-Trussville.</p> <p>18 Q. So was your last year at</p> <p>19 eleventh grade at Hewitt-Trussville?</p> <p>20 A. No. My last year was at</p> <p>21 Renaissance High.</p> <p>22 Q. Did you ever complete your</p> <p>23 GED?</p>	Page 32
<p>1 Q. Did you talk to anyone else</p> <p>2 besides your lawyers, Robert and Rusty?</p> <p>3 A. No.</p> <p>4 Q. Did you look at any documents?</p> <p>5 A. Yes.</p> <p>6 Q. What documents were those?</p> <p>7 A. This one the "2." And I also</p> <p>8 made sure I had copies with me of the tax</p> <p>9 information that I had given them.</p> <p>10 Q. And what tax information</p> <p>11 specifically?</p> <p>12 A. It's the 1099 from the</p> <p>13 Lovelady Center and the W4's or the W2's</p> <p>14 for Burger King, GRG Ventures, and Subway.</p> <p>15 GRG Ventures. It's the corporation for</p> <p>16 Burger King.</p> <p>17 Q. I'm not sure we have the</p> <p>18 Subway one, but maybe that's in the</p> <p>19 documents you're giving us.</p> <p>20 A. I think it says Extension P</p> <p>21 Group.</p> <p>22 Q. A little more background, and</p> <p>23 then we'll move into your time at</p>		<p>1 A. Yes.</p> <p>2 Q. Where did you complete that?</p> <p>3 A. In Tallahassee, Florida in</p> <p>4 2003.</p> <p>5 Q. You were living in Tallahassee</p> <p>6 at the time?</p> <p>7 A. Well, I was living in</p> <p>8 Pensacola, but the GED was issued from</p> <p>9 Tallahassee department. That's where the</p> <p>10 department of education for Florida is</p> <p>11 located, so...</p> <p>12 Q. What were you doing in</p> <p>13 Pensacola?</p> <p>14 A. I lived with my aunt.</p> <p>15 Q. Have you ever taken any</p> <p>16 classes for college credit?</p> <p>17 A. Yes.</p> <p>18 Q. What types of classes?</p> <p>19 A. Just the Tennessee Temple</p> <p>20 courses that were required at the Lovelady</p> <p>21 Center.</p> <p>22 Q. Do you know about how many</p> <p>23 classes that was?</p>	

	Page 33		Page 35
1	A. I don't recall at this time,	1	Q. Did you apply for that job?
2	to be honest.	2	A. No, I didn't.
3	Q. Have you received any other	3	Q. How did you get the job?
4	certificates for training or for any sort	4	A. My friend owned the company.
5	of education experience beyond the GED?	5	Q. So did you interview for it?
6	A. I'm service aide certified.	6	A. No.
7	Q. What does that mean?	7	Q. Did you have any training for
8	A. It's a restaurant	8	it?
9	certification. If you're a management in	9	A. Yes.
10	a food establishment, you have to have a	10	Q. What type of training did you
11	restaurant certification.	11	have for that job?
12	Q. So did you do training to	12	A. Well, he trained me as well,
13	receive that certificate?	13	the owner of company.
14	A. Yes.	14	Q. So what did he do? What were
15	Q. What type of training?	15	your job duties?
16	A. On-the-job training as well as	16	A. He just showed me how to do
17	a book that you have to read and go over.	17	the different things that needed to be
18	It covers food safety issues and...	18	done, painting, how to tape off, how to
19	Q. Okay. Have you had any legal	19	cut lines, how to take care of the tools.
20	training?	20	Q. So were you building?
21	A. No.	21	A. It was a remodeling company,
22	Q. Have you ever had any medical	22	so we did a lot of different aspects of
23	training?	23	construction. Sometimes it was tile.
	Page 34		Page 36
1	A. No.	1	Sometimes it was painting. Sometimes it
2	Q. Since high school, since	2	was carpet. Sometimes it was sheetrock.
3	eleventh grade, when you dropped out at	3	Just whatever job was required.
4	that point, have you had any jobs?	4	Q. About what year was that?
5	A. Yes.	5	A. From 1998 until 2001.
6	Q. Can we go through those jobs	6	Q. Okay. And did you leave that
7	since eleventh grade in high school, what	7	job and go to a different job?
8	jobs did you have?	8	A. I did not.
9	A. There are a lot of different	9	Q. Did you have any other jobs at
10	jobs, and to be honest with you, I'm not	10	the same time?
11	going to be able to recall every employer	11	A. No.
12	that I've had since I've graduated or	12	Q. Did you quit that job?
13	since I left high school.	13	A. Yes.
14	Q. Let's just start at the	14	Q. Why did you quit that job?
15	beginning and remember as many as you can.	15	A. Because I was addicted to
16	So when you left in the eleventh grade did	16	drugs and alcohol and so was the owner of
17	you have a job at that point?	17	the company. Yeah, so he went to jail, so
18	A. I worked as a private	18	the company fell apart.
19	contractor then.	19	Q. So what did you do after that?
20	Q. For what entity?	20	Did you find a new job?
21	A. A construction company called	21	A. I went to live with my aunt
22	Premiere, Incorporated, I think, was the	22	for a while, and I went to --
23	name.	23	Q. Where was that? In Pensacola?

<p>1 A. Yes, ma'am. Well, actually 2 she lived in Gulf Breeze, or she did live 3 in Gulf Breeze at the time.</p> <p>4 Q. Did you work when you were 5 living with your aunt in Gulf Breeze?</p> <p>6 A. I did after the first six 7 months.</p> <p>8 Q. And what's your aunt's name?</p> <p>9 A. Janis Jacobs.</p> <p>10 Q. So after the first six months 11 you got a job?</p> <p>12 A. Yes, ma'am.</p> <p>13 Q. Where did you work?</p> <p>14 A. Burger King.</p> <p>15 Q. And was this in about 2001, 16 2002?</p> <p>17 A. 2002 at that time.</p> <p>18 Q. Did you apply for a job at 19 Burger King?</p> <p>20 A. I did.</p> <p>21 Q. Did you get interviewed?</p> <p>22 A. I did.</p> <p>23 Q. Were you trained after you</p>	<p>Page 37</p> <p>1 A. Yes. 2 Q. You quit? 3 A. I quit. 4 Q. Why did you quit? 5 A. I found a different job at a 6 nursing home that paid more. 7 Q. Did you apply for the job at 8 the nursing home? 9 A. I did. 10 Q. What was the nursing home 11 called? 12 A. I can't remember at this time. 13 Q. Do you remember where it was 14 located? 15 A. It's in Gulf Breeze. 16 Actually, it's not a nursing home. It's 17 not a state nursing home. It's a 18 retirement home. 19 Q. So was this still in 2002 when 20 you worked with the retirement home in 21 Gulf Breeze? 22 A. Yes. 23 Q. How did you get that job?</p>
<p>1 were given a job offer?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Did you fill out 4 paperwork for that job?</p> <p>5 A. Yes.</p> <p>6 Q. What type of grade paperwork 7 did you fill out as an employee?</p> <p>8 A. A W4, which is where you 9 itemize your tax deductions so that they 10 know how much you're claiming.</p> <p>11 Q. So did you report taxes for 12 your work at Burger King?</p> <p>13 A. Yes.</p> <p>14 Q. How long did you work at 15 Burger King?</p> <p>16 A. Three months.</p> <p>17 Q. Was that the Burger King in 18 Gulf Breeze?</p> <p>19 A. Yes.</p> <p>20 Q. So you worked there about 21 three months at the Burger King in Gulf 22 Breeze when you were living with your 23 aunt. Did you voluntarily leave that job?</p>	<p>Page 38</p> <p>1 A. I applied, and I interviewed, 2 and they hired me.</p> <p>3 Q. Did you submit a resume when 4 you applied for the job at the nursing 5 home -- or excuse me -- the retirement 6 home?</p> <p>7 A. An application. Not a resume.</p> <p>8 Q. What were your job duties when 9 you worked at the retirement home in Gulf 10 Breeze?</p> <p>11 A. Took care of patients, washed 12 dishes, cleaned, changed colostomy bags 13 and catheters, just whatever needed to be 14 done to take care of the patient.</p> <p>15 Q. Did you receive training for 16 those duties?</p> <p>17 A. I did. Yes.</p> <p>18 Q. Did you like your job at the 19 retirement home?</p> <p>20 A. No.</p> <p>21 Q. Why not?</p> <p>22 A. It was physically strenuous, 23 and they were understaffed, so it was</p>

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<p><sup>1</sup> difficult at times to move the patients.</p> <p><sup>2</sup> Some of the patients were bedridden, and I <sup>3</sup> mean they teach you how to move people, <sup>4</sup> but it's still very strenuous, exhausting.</p> <p><sup>5</sup> Q. How long did you work at the <sup>6</sup> retirement home in Gulf Breeze?</p> <p><sup>7</sup> A. Six months, I think.</p> <p><sup>8</sup> Q. And what happened after those <sup>9</sup> six months?</p> <p><sup>10</sup> A. I left. I quit.</p> <p><sup>11</sup> Q. Let's back up. When you were <sup>12</sup> at the retirement home, you said you were <sup>13</sup> going to be making more than when you were <sup>14</sup> at Burger King. How much did you make at <sup>15</sup> the retirement home?</p> <p><sup>16</sup> A. I don't remember at this time, <sup>17</sup> to be honest. I know it was more than <sup>18</sup> minimum wage. I made minimum wage at <sup>19</sup> Burger King, and I think it was a dollar <sup>20</sup> an hour more to work at the nursing home <sup>21</sup> as a patient care assistant so...</p> <p><sup>22</sup> Q. And what was your job title <sup>23</sup> when you were at Burger King?</p>	<p><sup>1</sup> Q. Did you apply for in job <sup>2</sup> again?</p> <p><sup>3</sup> A. I did.</p> <p><sup>4</sup> Q. Did you go have an interview?</p> <p><sup>5</sup> A. I did.</p> <p><sup>6</sup> Q. Did you receive training?</p> <p><sup>7</sup> A. Initially, no. I already knew <sup>8</sup> how to work as a cashier, so there was no <sup>9</sup> training necessary at that point.</p> <p><sup>10</sup> Q. And how long did you work at <sup>11</sup> the Burger King in Fort Walton Beach?</p> <p><sup>12</sup> A. That location, I was there <sup>13</sup> until I delivered my daughter in [REDACTED] of <sup>14</sup> 2006.</p> <p><sup>15</sup> Q. So about how many months?</p> <p><sup>16</sup> A. Four months.</p> <p><sup>17</sup> Q. Okay. And did you go back to <sup>18</sup> work after you delivered your daughter in <sup>19</sup> [REDACTED] of 2006?</p> <p><sup>20</sup> A. I did.</p> <p><sup>21</sup> Q. You went back to that same <sup>22</sup> Burger King?</p> <p><sup>23</sup> A. No. I went to a different</p>
Page 42	Page 44
<p><sup>1</sup> A. Cashier.</p> <p><sup>2</sup> Q. And at the retirement home you <sup>3</sup> were a patient care assistant?</p> <p><sup>4</sup> A. Yes, ma'am.</p> <p><sup>5</sup> Q. So you quit your job as a <sup>6</sup> patient care assistant at the retirement <sup>7</sup> home in Gulf Breeze?</p> <p><sup>8</sup> A. Yes, ma'am.</p> <p><sup>9</sup> Q. What did you do after that?</p> <p><sup>10</sup> A. I started using drugs again, <sup>11</sup> so I was homeless for a while.</p> <p><sup>12</sup> Q. Did you ever get another job?</p> <p><sup>13</sup> A. In 2006, I did.</p> <p><sup>14</sup> Q. So you went four years or so <sup>15</sup> without a job?</p> <p><sup>16</sup> A. Yes, ma'am.</p> <p><sup>17</sup> Q. What was your job in 2006?</p> <p><sup>18</sup> A. I went back to Burger King.</p> <p><sup>19</sup> Q. As a cashier?</p> <p><sup>20</sup> A. Yes, ma'am.</p> <p><sup>21</sup> Q. Where was the Burger King <sup>22</sup> located?</p> <p><sup>23</sup> A. In Fort Walton Beach, Florida.</p>	<p><sup>1</sup> location because I moved to Destin. So <sup>2</sup> same corporation, different store.</p> <p><sup>3</sup> Q. Did you have to reapply?</p> <p><sup>4</sup> A. No. They -- the general <sup>5</sup> manager referred me to the other store.</p> <p><sup>6</sup> Q. And how long did you work at <sup>7</sup> Burger King in Destin?</p> <p><sup>8</sup> A. From June of 2006 until <sup>9</sup> January of 2010, I think.</p> <p><sup>10</sup> Q. Did you have supervisors while <sup>11</sup> you were working at Burger King this time <sup>12</sup> and your previous employment with Burger <sup>13</sup> King?</p> <p><sup>14</sup> A. Yes.</p> <p><sup>15</sup> Q. Were you ever disciplined by <sup>16</sup> your supervisors or any other employees at <sup>17</sup> Burger King?</p> <p><sup>18</sup> A. No.</p> <p><sup>19</sup> Q. You said you worked at the <sup>20</sup> Burger King in Destin until about 2010. <sup>21</sup> Were you a cashier that entire time?</p> <p><sup>22</sup> A. No. In 2008 I was promoted to <sup>23</sup> what they called breakfast coordinator,</p>

<p style="text-align: right;">Page 45</p> <p>1 which is an opening manager, and then from 2 there to an hourly manager.</p> <p>3 Q. So did your wages increase?</p> <p>4 A. Yes.</p> <p>5 Q. Do you know what you were paid 6 as an opening manager?</p> <p>7 A. For the breakfast coordinator 8 position, I made nine seventy-five an 9 hour.</p> <p>10 Q. And you were promoted again?</p> <p>11 A. Yes, ma'am.</p> <p>12 Q. Did your salary increase?</p> <p>13 A. Yes, ma'am.</p> <p>14 Q. Did you have to receive 15 additional training for your promotions at 16 Burger King?</p> <p>17 A. Yes.</p> <p>18 Q. What type of training?</p> <p>19 A. You have to take complete, 20 what they call, shift foundations, which 21 is management training. Teaches you how 22 to manage your employees, run the shift.</p> <p>23 Q. Was that for the breakfast</p>	<p style="text-align: right;">Page 47</p> <p>1 management position?</p> <p>2 A. Yes.</p> <p>3 Q. What was that training?</p> <p>4 A. Just the closing duties at 5 that point. I had to learn the closing 6 duties and closing procedures because I 7 had never done those before, and handling 8 the deposits at night. When you open, you 9 just verify your safe. You don't have to 10 break down cash drawers or anything of 11 that.</p> <p>12 Q. So you had a lot more 13 responsibility?</p> <p>14 A. I did.</p> <p>15 Q. And then you received 16 additional certificates from Burger King 17 for the additional training for the hourly 18 manager position?</p> <p>19 A. There were no additional 20 certificates for the closing duties. Just 21 the only thing that I had to get certified 22 in was the certification shift foundation, 23 which I already had those.</p>
<p style="text-align: right;">Page 46</p> <p>1 coordinator position?</p> <p>2 A. Yes. But it goes over into 3 the hourly management position as well, 4 but for you to run shifts in a restaurant, 5 you have to have these certifications. So 6 I was trained at new shift foundations, 7 guest service expert, food service expert, 8 and service aide certification.</p> <p>9 Q. So did you go somewhere else 10 and receive training or was it on the job?</p> <p>11 A. It was on the job.</p> <p>12 Q. And did you receive 13 certificates after the completion of that 14 training?</p> <p>15 A. Yes.</p> <p>16 Q. And was it all the same type?</p> <p>17 You distinguished two different positions. 18 You had the breakfast coordinator, and 19 then you were later promoted to the hourly 20 manager position, correct?</p> <p>21 A. Yes.</p> <p>22 Q. Did you have additional 23 different training for the hourly</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. When you had these different 2 positions at Burger King, did you have to 3 fill out new paperwork for these new 4 positions that you were promoted to?</p> <p>5 A. I signed performance reviews 6 that covered different duties. But I 7 didn't really fill out anything else.</p> <p>8 Q. Okay. Did Burger King have 9 monthly or yearly or quarterly performance 10 reviews?</p> <p>11 A. Yes.</p> <p>12 Q. And what were your performance 13 reviews like?</p> <p>14 A. To be honest, I don't know. 15 I've only seen a couple of them. That 16 wasn't part of my job to review these. I 17 just signed them.</p> <p>18 Q. Did you ever have meetings 19 with supervisors to go over your 20 performance at Burger King?</p> <p>21 A. On a couple of occasions, yes.</p> <p>22 Q. Were you ever disciplined for 23 any --</p>

	Page 49		Page 51
1	A. No.	1	Q. Was that in 2010?
2	Q. -- errors or anything else?	2	A. I believe so.
3	A. No.	3	Q. And do you know how long you
4	Q. So why did you leave Burger	4	worked there?
5	King in Destin in 2010?	5	A. Maybe three months. Not sure
6	A. I separated from my husband.	6	if that's accurate, though. That's an
7	And I had my daughter in my custody at	7	approximation.
8	that point, and I couldn't afford to	8	Q. Why did you leave after
9	support her by myself, so I moved in with	9	approximately three months?
10	my aunt in Alabama.	10	A. I relapsed.
11	Q. And your aunt was? What's her	11	Q. And by relapse?
12	name?	12	A. I started using drugs again.
13	A. Janis Jacobs.	13	Q. And about how long was it
14	Q. So she was the one that was	14	until you got another job or did you get
15	living in Florida previously, correct?	15	another job after that point?
16	A. Yes.	16	A. I did not get another job
17	Q. And she moved to Alabama, and	17	until I went to work for Burger King again
18	you moved in with her again?	18	after I had been at the Lovelady program.
19	A. Yes, ma'am.	19	MR. CAMP: Can we take a break?
20	Q. For all of the jobs we've been	20	Just a short one?
21	talking about, you indicated, you stated	21	MS. COUCH: Sure.
22	that you quit the various jobs at specific	22	(Recess taken.)
23	times we've talked about. Were you ever	23	Q. We'll turn our attention now
	Page 50		Page 52
1	terminated?	1	to your involvement at the Lovelady
2	A. No.	2	Center. But first, can you tell me what
3	Q. For any of those jobs?	3	the Lovelady Center is?
4	A. No.	4	A. Well, from what I was told,
5	Q. Have you ever been terminated	5	it's a transitional housing facility while
6	in a job?	6	it's a rehabilitation program.
7	A. No.	7	Q. When did you first hear about
8	Q. After the 2010 when you moved	8	the Lovelady Center?
9	to Alabama, did you get a new job when you	9	A. In 2012.
10	moved in with your aunt, Janis and had	10	Q. How did you hear about it?
11	your daughter with you? Is this daughter	11	A. In Madison County Jail. There
12	Victoria?	12	were other inmates that had been court
13	A. Yes. Victoria Satterfield.	13	ordered to complete treatment, and they
14	No, I did not. Sorry. Yes, I did. I	14	went to the Lovelady Center.
15	went back to Burger King for a very brief	15	Q. Were you court ordered?
16	period when I first moved in with her.	16	A. I was.
17	Q. What was your position at	17	Q. What was the charge that you
18	Burger King?	18	were in the Madison County Jail for at
19	A. Cashier.	19	that time?
20	Q. What Burger King? Where was	20	A. Possession of methamphetamines
21	it located?	21	and possession of paraphernalia.
22	A. In New Market, Alabama on	22	Q. So did you have any jail time
23	Winchester Road.	23	associated with that charge?

<p>1 A. Yes, ma'am. I was in jail for 2 a little over eleven months.</p> <p>3 Q. And at the conclusion of the 4 eleven months term, did the court mandate 5 that you participate in a rehabilitation 6 program?</p> <p>7 A. Yes, ma'am. As part of my 8 probation.</p> <p>9 Q. Was there a requirement for a 10 certain amount of time that you had to 11 participate in the rehabilitation program?</p> <p>12 A. They didn't give me a specific 13 time frame. They just said it had to be 14 intensive, inpatient.</p> <p>15 Q. Was part of the requirement 16 from the court that you complete or 17 graduate from the rehabilitation program?</p> <p>18 A. Yes, ma'am.</p> <p>19 Q. And do you know what the 20 repercussions were or would have been had 21 you not completed the rehabilitation 22 program?</p> <p>23 A. Yes, ma'am. Not completing</p>	<p>Page 53</p> <p>1 A. No. 2 Q. Prior to entering the center 3 at the time of your charge for possession 4 of methamphetamines, were you addicted to 5 methamphetamines or any other drug?</p> <p>6 A. I was addicted to 7 methamphetamines for a period of eight 8 months. My sobriety date was May 16th, 9 2013.</p> <p>10 Q. And when did you enter 11 Lovelady?</p> <p>12 A. Mid April in 2013. I'm not 13 sure of the exact date. I think it was 14 April the 21st, but I'm not certain.</p> <p>15 Q. Prior to your enrollment at 16 Lovelady, have you ever enrolled in any 17 other rehabilitative programs or 18 counseling programs?</p> <p>19 A. Yes.</p> <p>20 Q. What programs were those?</p> <p>21 A. At age twenty-one I completed 22 a twenty-eight day, inpatient treatment 23 program at The Friary in Gulf Breeze,</p>
<p>1 the program would have been a violation of 2 my probation, and I would have been 3 required to serve five years on a 4 fifteen-year sentence.</p> <p>5 Q. So did you choose to enroll at 6 the Lovelady so that you would avoid 7 serving an additional five years in jail?</p> <p>8 A. I actually chose Lovelady 9 because I needed housing and 10 rehabilitation, so...</p> <p>11 Q. Did you --</p> <p>12 A. And it was recommended.</p> <p>13 Q. Was part of your decision 14 based on the fact that you would not have 15 to serve five years in jail?</p> <p>16 A. It was a factor, yes.</p> <p>17 Q. At the time you enrolled at 18 Lovelady you said you had been charged 19 with possession of methamphetamines. Were 20 you addicted to methamphetamines at that 21 time or any other drugs?</p> <p>22 A. When I entered the center?</p> <p>23 Q. Correct.</p>	<p>Page 54</p> <p>1 Florida. And I also was part of an 2 outpatient treatment program after that 3 called Pathways in Pensacola, Florida.</p> <p>4 Q. Okay. At the Friary in Gulf 5 Breeze, Florida was that a voluntary 6 rehabilitation?</p> <p>7 A. Yes.</p> <p>8 Q. Did you pay for that 9 rehabilitation?</p> <p>10 A. No.</p> <p>11 Q. Did anyone in your family pay 12 for that rehabilitation?</p> <p>13 A. No.</p> <p>14 Q. How was that program funded so 15 that you could attend when you were 16 approximately twenty-one years old at the 17 Friary in Gulf Breeze?</p> <p>18 A. DHR paid for it.</p> <p>19 Q. Was it mandated by DHR?</p> <p>20 A. Actually, it was paid for --</p> <p>21 there was a program called the Wise 22 program, which works with DHR, and it 23 stands for Women Intervention Services and</p>

<p style="text-align: right;">Page 57</p> <p>1 Education, and they give parenting classes 2 and help you with rehabilitation services 3 and counseling. I qualified for that 4 program, so they helped me pay for it, the 5 inpatient treatment. The outpatient 6 treatment, I paid for, which was following 7 the inpatient treatment.</p> <p>8 Q. Let's stay on the inpatient 9 treatment at the Friary.</p> <p>10 A. Okay.</p> <p>11 Q. DHR paid for that, correct?</p> <p>12 A. The Wise program, I think, 13 technically paid for it.</p> <p>14 Q. The Wise program associated 15 with?</p> <p>16 A. DHR.</p> <p>17 Q. Florida's DHR?</p> <p>18 A. Yes.</p> <p>19 Q. Do you know approximately how 20 much that cost?</p> <p>21 A. A little over twenty thousand 22 dollars, I think.</p> <p>23 Q. For twenty-eight days?</p>	<p style="text-align: right;">Page 59</p> <p>1 to be honest. It was based on a sliding 2 scale, so...</p> <p>3 Q. What do you mean by a sliding 4 scale?</p> <p>5 A. Like if you didn't have income 6 or you were low income, then you only paid 7 a minimal fee. And you paid for your drug 8 test fees as well, so...</p> <p>9 Q. Do you have any idea the 10 estimate that it may have cost for twelve 11 weeks of an outpatient program?</p> <p>12 A. I don't recall at this time. I'm sorry.</p> <p>13 Q. Did you participate in any 14 other rehabilitative programs or 15 counseling programs after your time spent 16 at the Friary and Pathways in Florida?</p> <p>17 A. I did. I was part of an 18 outpatient treatment program in Bradford 19 for a brief period in 2012, I think.</p> <p>20 Q. How long were you at Bradford 21 in 2012?</p> <p>22 A. I'm not certain, but I think</p>
<p style="text-align: right;">Page 58</p> <p>1 A. It's one of the nation's 2 top-ranked rehabs.</p> <p>3 Q. Did you have children at that 4 time?</p> <p>5 A. I did.</p> <p>6 Q. How many children did you 7 have?</p> <p>8 A. Just one.</p> <p>9 Q. And where was your child?</p> <p>10 A. He was already with the 11 adoptive family.</p> <p>12 Q. After that inpatient treatment 13 when you were approximately twenty-one 14 years old, you said you also participated 15 in an outpatient treatment at Pathways in 16 Pensacola?</p> <p>17 A. Yes, ma'am.</p> <p>18 Q. Did you pay for that yourself?</p> <p>19 A. I did.</p> <p>20 Q. How long were you at Pathways?</p> <p>21 A. I think it was twelve weeks.</p> <p>22 Q. How much did that cost?</p> <p>23 A. I don't recall at this time,</p>	<p style="text-align: right;">Page 60</p> <p>1 it was about six weeks.</p> <p>2 Q. Did you pay for that 3 treatment?</p> <p>4 A. I did not.</p> <p>5 Q. Did anyone in your family pay 6 for that treatment?</p> <p>7 A. No.</p> <p>8 Q. Who paid for that treatment?</p> <p>9 A. DHR.</p> <p>10 Q. Do you know how much that 11 treatment cost?</p> <p>12 A. I don't.</p> <p>13 Q. Did DHR mandate that 14 treatment?</p> <p>15 A. Yes.</p> <p>16 Q. Why?</p> <p>17 A. Because I was addicted to 18 drugs, and I was still trying to get 19 custody of my middle child.</p> <p>20 Q. Did you have custody of any of 21 your children at that time?</p> <p>22 A. No.</p> <p>23 Q. Did you complete the Bradford</p>

	Page 61		Page 63
1	program?	1	A. No. My health insurance paid
2	A. No.	2	for it.
3	Q. Why not?	3	Q. Did you have copays?
4	A. I couldn't maintain sobriety.	4	A. No. I had Medicaid.
5	Q. Did you ever get custody of	5	Q. Okay. When you enrolled at
6	your child or children back after that	6	Lovelady, after being court ordered by
7	time?	7	Madison County to enter a rehab facility,
8	A. No.	8	were you looking for a job?
9	Q. Did you complete the Friary	9	A. Yes. After I got to the
10	Program in Gulf Breeze, Florida for the	10	center. Yes.
11	twenty-eight days?	11	Q. At the time you entered the
12	A. I did, yes.	12	center when you had been in jail for
13	Q. And did you complete the	13	eleven months, at that time were you
14	Pathways program in Pensacola, Florida	14	looking for a job?
15	that was a couple of weeks long?	15	A. The goal was employment.
16	A. Twelve weeks.	16	After the first two weeks of the program,
17	Q. Twelve weeks long.	17	yes. You have to find a job. When I got
18	A. Yes, I did.	18	there, the rules were different for the
19	Q. After your treatment at	19	center. The first two weeks you had to go
20	Bradford that you did not complete, did	20	to classes and you didn't work, but after
21	you enter any other rehab facility?	21	that two weeks was up, you found a job and
22	A. No.	22	went to work.
23	Q. Prior to entering Lovelady,	23	Q. When you arrived at Lovelady
	Page 62		Page 64
1	have you had any counselors prior to	1	to enroll, were you physically and
2	entering Lovelady?	2	emotionally able to handle a job at that
3	A. Like psychiatrist,	3	time?
4	psychologist?	4	A. Yes.
5	Q. Any type of counselor outside	5	Q. If you were physically and
6	of the rehab facilities that you were in	6	emotionally able to handle a job at that
7	that we talked about; the Friary,	7	time, why didn't you have one?
8	Pathways, and Bradford.	8	A. I came straight from jail to
9	A. Yes.	9	the Lovelady. Like I left jail, and three
10	Q. Okay. What types of	10	days later I came to the Lovelady Center,
11	counselors did you have?	11	so...
12	A. Well, all the counselors,	12	Q. And when had you last worked
13	substance abuse counselors were under	13	prior to enrolling at Lovelady?
14	employment from the counseling centers	14	A. Whatever is listed for Burger
15	that we've already listed, but there were	15	King. Before my last relapse.
16	also psychologists and psychiatrists that	16	Q. Burger King in Alabama?
17	I saw from the age of seventeen until I	17	A. Yes. The one on Winchester
18	was twenty-four at various times.	18	Road.
19	Q. Did you pay for any of those	19	Q. So had it been a few years
20	psychologists or psychiatrists?	20	before you had worked?
21	A. No.	21	A. Yes. Yes.
22	Q. Did anyone in your family pay	22	Q. At the time you entered
23	for those psychologists or psychiatrists?	23	Lovelady you hadn't worked for a few

Page 65	Page 67
<p>1 years?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. And you said when you 4 entered Lovelady, there was a period of 5 time where you were not going to have a 6 job, and did you know that?</p> <p>7 A. After I signed the intake 8 paperwork, we talked about it and went 9 over the -- yeah.</p> <p>10 Q. Who did you meet with when you 11 showed up at Lovelady?</p> <p>12 A. I don't know her last name. 13 Her first name was Elle. She works in 14 intake.</p> <p>15 Q. Did you have an application?</p> <p>16 A. To enter the center?</p> <p>17 Q. Correct.</p> <p>18 A. No.</p> <p>19 Q. Did you have an interview?</p> <p>20 A. No. To enter the center? No.</p> <p>21 Q. Correct. So did you interview 22 for any job at Lovelady when you arrived 23 to enroll?</p>	<p>1 was Elle?</p> <p>2 A. Elle. She works intake.</p> <p>3 Q. Do you know what her position 4 was?</p> <p>5 A. I don't. I just know that she 6 works in the intake office.</p> <p>7 Q. And when you say she works in 8 the intake office, do you know that she 9 maybe is responsible for getting paperwork 10 from the clients who are entering the 11 program's rehab facility?</p> <p>12 A. That's one of her 13 responsibilities, yes.</p> <p>14 Q. Did you submit any resumes to 15 Lovelady Center?</p> <p>16 A. To enroll in rehab?</p> <p>17 Q. Correct.</p> <p>18 A. No.</p> <p>19 Q. Did you ever in your previous 20 jobs submit resumes?</p> <p>21 A. Yes.</p> <p>22 Q. But you did not submit a 23 resume to Lovelady Center?</p>
Page 66	Page 68
<p>1 A. To enter the center? No. To 2 start working at the thrift store, yes.</p> <p>3 Q. Okay. That's a separate 4 question that we'll get to. Talking about 5 your enrollment at the center.</p> <p>6 A. Okay.</p> <p>7 Q. Do you know if Lovelady has 8 employees that work there full time?</p> <p>9 A. Yes.</p> <p>10 Q. And do you know if there's 11 someone, another employee at Lovelady that 12 hires those people that work full time and 13 manages them?</p> <p>14 A. Who are you referring to right 15 now? You're talking about the thrift 16 store employees or?</p> <p>17 Q. The Lovelady Center that 18 handles your intake.</p> <p>19 A. They have full-time employees. 20 Do I know who hires them? No. I'm sure 21 someone does.</p> <p>22 Q. Okay. So who did you meet 23 with when you enrolled? You said her name</p>	<p>1 A. No.</p> <p>2 Q. Did you talk about what you 3 might get paid or any job benefits when 4 you enrolled at Lovelady?</p> <p>5 A. To enroll in the 6 rehabilitation program, no.</p> <p>7 Q. When you enrolled do you 8 remember signing some documents?</p> <p>9 A. I signed a stack of papers. 10 And did I read them? No. Do I know what 11 they said? No, I don't.</p> <p>12 Q. Were you under the influence 13 of any medications or drugs when you 14 enrolled at Lovelady?</p> <p>15 A. No.</p> <p>16 Q. Were you under the influence 17 of any drugs or medication when you signed 18 papers at Lovelady?</p> <p>19 A. No.</p> <p>20 MS. COUCH: I'm going to show 21 you what we're going to mark as 22 Defendant's Exhibit 5. 23 (Whereupon, Defendant's</p>

<p>1        Exhibit 5 was marked for 2        identification and attached 3        to the deposition.)</p> <p>4        Q. This is a document that it 5        appears that you signed. Can you verify 6        if that's your signature at the bottom?</p> <p>7        A. Yes.</p> <p>8        Q. Okay. And this document was 9        given to you as part of the paperwork for 10       your enrollment at Lovelady, correct?</p> <p>11       A. I don't remember. This is the 12       first time I ever remember reading this, 13       but I signed it, so...</p> <p>14       Q. And you signed it on the date 15       it's dated, April 22nd, 2013. Is that on 16       or about the time you entered the Lovelady 17       program?</p> <p>18       A. Yes.</p> <p>19       Q. And do you see in paragraph 20       five, could you read that paragraph for 21       me?</p> <p>22       A. "Each resident has the right 23       to know that the performance of all</p>	<p>Page 69</p> <p>1        MS. COUCH: I'm going to show 2        you what we're going to mark as 3        Defendant's Exhibit 6. 4        (Whereupon, Defendant's 5        Exhibit 6 was marked for 6        identification and attached 7        to the deposition.)</p> <p>8        Q. This is another document that 9        it appears you signed upon your enrollment 10       at Lovelady. It's titled statement of 11       understanding and agreement. Is this your 12       signature on the bottom of this document?</p> <p>13       A. Yes.</p> <p>14       Q. And is it dated April 22nd, 15       2013 on or about your time of enrollment 16       at Lovelady?</p> <p>17       A. Yes.</p> <p>18       Q. Do you see in paragraph five 19       -- could you read that paragraph five for 20       me?</p> <p>21       A. "I do hereby waive all rights 22       to claim suit against the Lovelady Center 23       and board of directors of the Lovelady</p>
<p>1 assigned housekeeping and general 2 maintenance duties may be performed 3 without compensation."</p> <p>4        Q. Did you understand that 5        paragraph to mean that you might have 6        responsibilities and duties at Lovelady 7        and that you may not be paid for them?</p> <p>8        A. I didn't read any of this.</p> <p>9        They gave me an entire stack of papers, 10       and I needed housing, and I needed 11       employment, and I needed drug 12       rehabilitation. I didn't read this. I 13       just signed it. I had to be there.</p> <p>14       Q. Do you understand reading it 15       today that it indicates that you may have 16       duties and responsibilities but may not be 17       compensated for those duties and 18       responsibilities?</p> <p>19       A. Not for time that I actually 20       worked.</p> <p>21       Q. But you don't dispute that you 22       signed this statement, correct?</p> <p>23       A. I signed it, yes.</p>	<p>Page 70</p> <p>1        Center."</p> <p>2        Q. Do you understand what that 3        paragraph means?</p> <p>4        MR. CAMP: Objection. Calls 5        for a legal conclusion.</p> <p>6        Q. I'm asking whether or not you 7        understand without any legal understanding 8        of any terms or anything of the sort, 9        whether or not that you know what it means 10       to waive your rights to a lawsuit.</p> <p>11       A. I didn't read any of this. I 12       just signed the papers they told me to 13       sign. So when I signed it, did I 14       understand what my rights were? No.</p> <p>15       Q. Were you under the influence 16       of any drugs or medication when you signed 17       this agreement?</p> <p>18       MR. CAMP: Objection. Asked 19       and answered.</p> <p>20       MS. COUCH: That's a different 21       document.</p> <p>22       Q. Okay. Do you understand that 23       Lovelady takes a risk when bringing in a</p>

	Page 73		Page 75
<p>1 person who needs rehabilitation and 2 counseling?</p> <p>3 A. I don't really see where 4 that's relevant to ask me. Like what do 5 -- I don't know what it means to run a 6 drug rehabilitation center, no, I don't.</p> <p>7 Q. Okay. Do you understand that 8 the forms that I showed you that you were 9 required to signed those upon your 10 entrance to the program?</p> <p>11 A. I understand that I was 12 required to sign them, yes.</p> <p>13 Q. Do you understand that had you 14 not signed them you may not have been 15 accepted into the program?</p> <p>16 A. Yes. I was under the 17 impression that I was required to sign 18 them.</p> <p>19 Q. Okay. Did you intend to 20 follow through with the waiver provision 21 on this Defendant's Exhibit 6?</p> <p>22 A. The one you just gave me?</p> <p>23 MR. CAMP: Objection to form.</p>	Page 74	<p>1 signed what we had labeled as Defendant's 2 Exhibit 5, correct?</p> <p>3 A. I signed it.</p> <p>4 Q. Which states in paragraph five 5 that certain duties, housekeeping and 6 general maintenance may be performed 7 without compensation?</p> <p>8 A. I've read it today, and I 9 understand what it says now, but I didn't 10 read it then so...</p> <p>11 Q. And so what do you understand 12 that to mean now today? I understand that 13 you may not have read it previously.</p> <p>14 A. That the chores that I did 15 within the center weren't to be paid for 16 but the work that I did in the thrift 17 store was not -- it was not something that 18 was a chore. It was employment.</p> <p>19 Q. Okay. Did you live onsite at 20 Lovelady when you were enrolled in the 21 program?</p> <p>22 A. I did.</p> <p>23 Q. And I think we've already</p>	Page 76
<p>1 I don't understand the question. Could 2 you repeat it for me or read it back?</p> <p>3 Q. Sure. Did you intend to 4 comply with the waiver provision on the 5 document entitled statement of 6 understanding and agreement in paragraph 7 five of this agreement?</p> <p>8 MR. CAMP: At what time?</p> <p>9 A. I did not read any of this, so 10 to be honest with you, I intended to 11 comply with any rules that they gave me 12 when I was there so I could complete the 13 program, but I did not read the documents 14 before I signed them.</p> <p>15 Q. Why are you suing here today?</p> <p>16 A. Because I was paid less than 17 minimum wage for the entire time that I 18 worked at the thrift store, and because I 19 was not paid for overtime hours that I 20 worked. I was not legally allowed to even 21 record the overtime hours that I worked. 22 And I don't feel that it was fair. 23 Q. But you don't dispute that you</p>	Page 75	<p>1 established that you didn't have any 2 children with you at the time?</p> <p>3 A. Correct.</p> <p>4 Q. So none of them lived with 5 you?</p> <p>6 A. No, ma'am.</p> <p>7 MS. COUCH: Another document to 8 show you that you signed upon enrollment, 9 we'll mark as Defendant's Exhibit 7. 10 (Whereupon, Defendant's 11 Exhibit 7 was marked for 12 identification and attached 13 to the deposition.)</p> <p>14 Q. Do you recognize this document 15 and your signature at the bottom of the 16 document?</p> <p>17 A. I recognize my signature, but 18 I didn't read this the day I signed it.</p> <p>19 Q. Okay. And do you understand 20 that it's an agreement regarding finance 21 between you and Lovelady?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And in the first</p>	Page 76

<p style="text-align: right;">Page 77</p> <p>1 paragraph it states that nine hundred and 2 fifty dollars is due upon intake? 3 A. (Nodding head.) 4 Q. Do you know if you paid that 5 nine hundred and fifty dollars? 6 A. Not all at once on intake. 7 MS. COUCH: I'm going to show 8 you another document, Defendant's Exhibit 9 Number 8. 10 (Whereupon, Defendant's 11 Exhibit 8 was marked for 12 identification and attached 13 to the deposition.) 14 Q. This shows payment of fees 15 upon intake. And it looks like you paid 16 five hundred dollars; is that correct? 17 A. Yes, ma'am. 18 Q. On the financial obligation 19 agreement, which we've marked as 20 Defendant's Exhibit 6. Sorry. 21 Defendant's Exhibit 7. It also states 22 that you, Ms. Gaddis, are responsible to 23 pay a hundred and fifty dollars weekly for</p>	<p style="text-align: right;">Page 79</p> <p>1 Q. Like you? 2 A. I don't know. 3 Q. But you said earlier you 4 didn't pay for all of the previous rehab 5 facilities you've been in, but you did pay 6 for one that cost about twenty thousand 7 dollars for twenty-eight days; is that 8 correct? 9 A. I did not pay for that one. I 10 stated I did not pay for that, but that 11 was the cost of the program. It was a 12 little over twenty thousand dollars, and I 13 don't know if that was accurate. That 14 came from another patient who was paying 15 himself. He said that was the cost of the 16 treatment of the program. So... 17 Q. And who paid for that program? 18 That was the -- 19 A. Wise. 20 Q. The Friary? 21 A. The Friary was paid for by 22 Women Intervention Services and Education. 23 Q. That's correct. But you don't</p>
<p style="text-align: right;">Page 78</p> <p>1 the services that you were given, staying 2 and living and eating and being provided 3 for at Lovelady; is that correct? 4 A. Yes, ma'am. 5 Q. So did you understand, and do 6 you today understand that there was a 7 weekly fee of a hundred and fifty dollars 8 to Lovelady to provide you housing and 9 services? 10 A. Yes. 11 Q. Do you know what the actual 12 cost of the program was? 13 A. No. I mean, I know the 14 initial fee is nine fifty, but I don't 15 recall how much I paid. I would have to 16 go back and calculate the weeks I was 17 there. 18 Q. And I'm asking a little bit 19 different question. I'm asking how much 20 it actually cost Lovelady to run the 21 center for one patient, to provide 22 services to that one client. 23 A. No.</p>	<p style="text-align: right;">Page 80</p> <p>1 know how much it cost Lovelady to have one 2 client and provide services for that 3 client? 4 A. No, I don't. 5 Q. Do you know how Lovelady is 6 funded, how they get money? 7 A. No. 8 Q. Do you know if there are 9 volunteers or churches that give money? 10 A. I do know that the residents 11 pay a hundred and fifty dollars, plus the 12 nine fifty intake fee. Other than that, I 13 don't know. 14 Q. Do you think it cost more than 15 a hundred and fifty dollars a week to 16 provide services, food, shelter, 17 counseling, transportation to a particular 18 client each week? 19 A. I don't know. 20 Q. Okay. What services did you 21 receive when you were at the Lovelady 22 Center? 23 A. Can you clarify that question</p>

<p>1 by services?</p> <p>2 Q. Did you receive, for example, 3 rehab counseling?</p> <p>4 A. Yes.</p> <p>5 Q. Was that something worthwhile?</p> <p>6 A. Yes, it was.</p> <p>7 Q. Did you receive separate 8 counseling from just the rehab? Did you 9 meet with a counselor?</p> <p>10 A. Yes.</p> <p>11 Q. Was that something worthwhile?</p> <p>12 A. No. But it's a requirement of 13 the program. So I did it.</p> <p>14 Q. Why was it not worthwhile?</p> <p>15 A. Because nothing that you say 16 is held confidential in your counseling 17 session like they're supposed to be. If 18 you say something they don't like, it goes 19 straight back to the client rep. And as a 20 result, myself and lot of other ladies 21 that I know don't talk about their real 22 issues there.</p> <p>23 Q. But you said the rehab was</p>	<p>Page 81</p> <p>1 A. Staying off drugs has been a 2 positive impact on my life, yes, but is 3 that due to the Lovelady Center? No.</p> <p>4 Q. The counseling sessions you 5 had?</p> <p>6 A. Uh-huh.</p> <p>7 Q. Were those positive for you 8 overall?</p> <p>9 A. No.</p> <p>10 Q. Did you get job services at 11 Lovelady? Did you get advice on how to 12 look for jobs?</p> <p>13 A. When I first got there we did 14 a thing where they taught us how to go 15 online and create a resume, so that was 16 helpful. Although I had already done it, 17 so I already knew how to do it, but I 18 think that was helpful.</p> <p>19 Q. Did they teach you how to 20 manage your money?</p> <p>21 A. No.</p> <p>22 Q. Did they teach you how to take 23 interviews for jobs?</p>
<p>1 good for you?</p> <p>2 A. Overall, no. It's put a lot 3 of stress, financial stress and emotional 4 stress on me. Being paid less than 5 minimum wage and losing pell grant money 6 and now not being able to go to school 7 because I have no idea what happened to 8 seven thousand dollars worth of my pell 9 grant money.</p> <p>10 Q. Is it better to be addicted to 11 drugs than to be in rehab?</p> <p>12 A. No.</p> <p>13 Q. So was the rehab program at 14 Lovelady good for you? Getting you off 15 drugs, was that good?</p> <p>16 A. Technically, I was already off 17 drugs when I came into the center. I was 18 there because I needed housing, 19 employment. Was it good for me to stay 20 off drugs? Yes, absolutely.</p> <p>21 Q. So the rehab part of Lovelady 22 was overall a positive impact on your life 23 staying off drugs?</p>	<p>Page 82</p> <p>1 A. No.</p> <p>2 Q. Did they give you any other 3 sort of services to help prepare you for 4 life outside of a rehab center?</p> <p>5 A. The classes that I took, 6 those, some of the spiritual classes were 7 helpful.</p> <p>8 Q. What were the spiritual 9 classes like?</p> <p>10 A. I mean, it just depended on 11 which class. I can't give you the 12 specifics of each class. I did 13 particularly enjoy the Christian Life 14 Evangelism course, though.</p> <p>15 Q. You did or did not?</p> <p>16 A. I did. I found that helpful.</p> <p>17 Q. And did Lovelady also provide 18 you meals?</p> <p>19 A. Yes.</p> <p>20 Q. And as you said, lodging?</p> <p>21 A. Yes.</p> <p>22 Q. Did Lovelady provide 23 educational courses?</p>

	Page 85		Page 87
1      A. There were provided and 2 required.		1      A. As long as I kept to myself in 2 my room, yes, but there were drugs inside 3 the center, so sometimes, no.	
3      Q. And what types of courses were 4 provided?		4      Q. Let's talk a little bit about 5 the program itself and the phases that you 6 and other clients at Lovelady went 7 through. So I know you said that you were 8 clean when you arrived at Lovelady?	
5      A. Tennessee Temple University 6 came and gave various classes at different 7 times, different, you know, because each 8 round of classes lasted a certain period 9 of time and then, so they were different, 10 each class.		9      A. Yes.	
11     Q. Do you know the subject matter 12 of those courses?		10     Q. But did you go through a 11 couple weeks period where you were 12 required to stay off any sort of drugs?	
13     A. Most of them were spiritually 14 based, Biblical based, but there were also 15 English and math and computer skills 16 classes.		13     A. You can't use drugs at all 14 times while you're in that program. Why 15 would you -- the purpose is not to use 16 drugs.	
17     Q. Did Lovelady provide 18 transportation for you to various places?		17     Q. Right. But there's a phase 18 where if you had started at Lovelady 19 initially and were addicted, that you 20 would be required to go through kind of a 21 detox phase. Did you go through a phase 22 like that?	
19     A. Yes.		23     A. No. I didn't go through	
20     Q. Okay. Did you get along with 21 other clients at Lovelady and the 22 employees at Lovelady?			Page 88
23     A. Yes.			
	Page 86		
1      Q. Is there anybody at Lovelady 2 that you don't get along with or you 3 didn't like?		1      detox. I had been sober for almost a 2 year.	
4      A. I'm sure there was, but I 5 don't really recall. I didn't have any 6 major conflicts.		3      Q. So what did you do when you 4 started out at Lovelady? What was it 5 like?	
7      Q. Did you like it at Lovelady? 8 Was it a safe place to be?		6      A. I came in. I got put in the 7 crisis dorm, which is where they house a 8 lot of different women all in the same 9 room. And I went to classes. They gave 10 me a sheet, and I had to attend those 11 classes and get them signed off on in 12 order to graduate to the next phase of the 13 program.	
9      A. I didn't like it. Because I 10 was taken advantage of, and I should have 11 been paid for the hours that I worked, and 12 I wasn't paid, and the pell grant 13 situation I was aware of before I ever 14 left the center and started asking 15 questions, and nobody could give me 16 answers to or wanted to give me answers 17 to. So was I happy there? No, I wasn't.		14     Q. So did you do any chores or 15 work at all for the first couple of weeks 16 when you were kind of just getting started 17 in the program?	
18     Q. Was it a safe place for you to 19 be?		18     A. Yeah. Everybody does chores. 19 You do chores from like day one. You get 20 a client rep. The client rep assigns your 21 chores. You do the chores.	
20     A. When you say safe, what do you 21 mean?		22     Q. Okay. The first day you 23 entered the program, you started doing	
22     Q. Did you feel safe living at 23 Lovelady?			

<p style="text-align: right;">Page 89</p> <p>1 chores at Lovelady?</p> <p>2 A. Not the first.</p> <p>3 Q. The second day?</p> <p>4 A. The second day, yes.</p> <p>5 Q. What type of chores were you</p> <p>6 doing on the second day of your enrollment</p> <p>7 at Lovelady?</p> <p>8 A. I had to clean the crisis</p> <p>9 dorm, clean the counters and whatever.</p> <p>10 There was someone else in there that told</p> <p>11 me what she wanted me to do, and I did it.</p> <p>12 Q. So are you familiar with the</p> <p>13 different phases of the program?</p> <p>14 A. I don't remember all of the</p> <p>15 details, specific details of the phases,</p> <p>16 and the program changed. From the time</p> <p>17 that I came in, I had been there for a few</p> <p>18 months, and they changed the entire</p> <p>19 structure, so I don't know.</p> <p>20 Q. So when you arrived, since you</p> <p>21 were already clean, you started clean as</p> <p>22 in you were not addicted to any illegal or</p> <p>23 prescription drugs or alcohol?</p>	<p style="text-align: right;">Page 91</p> <p>1 (Whereupon, Defendant's</p> <p>2 Exhibit 9 was marked for</p> <p>3 identification and attached</p> <p>4 to the deposition.)</p> <p>5 Q. Can you explain what this</p> <p>6 document is to me?</p> <p>7 A. This is one of the opportunity</p> <p>8 credits. This is from the thrift store,</p> <p>9 the call center, so this would have been</p> <p>10 after I was working at Burger King, I</p> <p>11 think. Yeah.</p> <p>12 Q. But this has nothing to do</p> <p>13 with Burger King. It's a document that</p> <p>14 tracks your hours for credit against the</p> <p>15 fees that you owe Lovelady, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And what type of duties were</p> <p>18 you responsible for at this time</p> <p>19 approximately? In June of 2013?</p> <p>20 A. This sheet was for the call</p> <p>21 center. I just did cold calling for day</p> <p>22 admissions for the Lovelady Center.</p> <p>23 Q. Okay. And so how many hours</p>
<p style="text-align: right;">Page 90</p> <p>1 A. Correct.</p> <p>2 Q. You started in the program and</p> <p>3 began chores and other tasks for Lovelady,</p> <p>4 correct?</p> <p>5 A. Yes.</p> <p>6 Q. And did you understand that</p> <p>7 those chores and tasks and</p> <p>8 responsibilities that you had for Lovelady</p> <p>9 gave you credit against money that you</p> <p>10 owed Lovelady for staying at Lovelady and</p> <p>11 for them providing services to you?</p> <p>12 A. There was no crediting for the</p> <p>13 chores. They were just a mandatory part</p> <p>14 of the program. The opportunity credits,</p> <p>15 what they call them, went towards my fees,</p> <p>16 but I don't know. It's my understanding,</p> <p>17 I think it was twenty-one hours that I</p> <p>18 worked for the opportunity credits, and I</p> <p>19 don't know how much that would take off my</p> <p>20 fees.</p> <p>21 Q. Okay.</p> <p>22 MR. COUCH: I want to show you</p> <p>23 what I've marked as Defendant's Exhibit 9.</p>	<p style="text-align: right;">Page 92</p> <p>1 per day did you work for opportunity</p> <p>2 credits approximately?</p> <p>3 A. I don't recall. It varied</p> <p>4 from week to week because I was also</p> <p>5 working for Burger King. So I was trying</p> <p>6 to get my balance down to zero. I mean,</p> <p>7 this day says eight hours, so...</p> <p>8 Q. How many hours approximately</p> <p>9 per week did you work for Lovelady?</p> <p>10 A. I don't know.</p> <p>11 Q. Did you always write your</p> <p>12 hours down?</p> <p>13 A. No.</p> <p>14 Q. Why not?</p> <p>15 A. Because there was stuff that</p> <p>16 we did inside the center that didn't get</p> <p>17 written down. I only wrote down what was</p> <p>18 required to be written down, like they</p> <p>19 came off my rent. And I had to record the</p> <p>20 time that I got there and the time that I</p> <p>21 left.</p> <p>22 Q. So you did not always record</p> <p>23 the hours where you were doing chores and</p>

<p style="text-align: right;">Page 93</p> <p>1 other duties for Lovelady?</p> <p>2 A. No, I didn't.</p> <p>3 Q. Why not?</p> <p>4 A. We weren't required to.</p> <p>5 Q. Did you always turn in your</p> <p>6 time sheets like this for opportunity</p> <p>7 credits?</p> <p>8 A. Yes.</p> <p>9 Q. Did anyone make sure that you</p> <p>10 did the specific chore that you were</p> <p>11 assigned to?</p> <p>12 A. If you didn't do it you'd get</p> <p>13 in trouble with your client rep, so...</p> <p>14 Q. So was your client rep</p> <p>15 responsible for ensuring that you</p> <p>16 completed your chores?</p> <p>17 A. I guess so, yeah.</p> <p>18 Q. Who was your client rep when</p> <p>19 you were at Lovelady?</p> <p>20 A. Initially, it was Cindy</p> <p>21 Likens, and when they restructured the</p> <p>22 basis of the program, they changed it so</p> <p>23 that you no longer kept the same client</p>	<p style="text-align: right;">Page 95</p> <p>1 So...</p> <p>2 Q. Did it give you any sense of</p> <p>3 accomplishment when you did certain chores</p> <p>4 or had certain responsibilities? Did that</p> <p>5 make you feel good?</p> <p>6 A. No. I hated the chores.</p> <p>7 Q. The chores that you had, would</p> <p>8 you consider that the type of activities</p> <p>9 you were doing a job sort of in the real</p> <p>10 world outside of the rehab center?</p> <p>11 A. It was work for the center.</p> <p>12 It benefited the center, so...</p> <p>13 Q. Would you be treated -- were</p> <p>14 you treated like an employee?</p> <p>15 A. At the thrift store? Yes.</p> <p>16 Inside the center? Well, I was</p> <p>17 supervised, and I had to do it. I didn't</p> <p>18 have a choice whether or not to. It</p> <p>19 wasn't like I could just say, hey, I'm not</p> <p>20 going to do my chores today.</p> <p>21 Q. What happened if you didn't do</p> <p>22 your chores?</p> <p>23 A. You'd get in trouble. You'd</p>
<p style="text-align: right;">Page 94</p> <p>1 rep throughout the program, but you saw</p> <p>2 different client reps in different phases.</p> <p>3 So when the program changed, I then had</p> <p>4 Jennifer Bean as my client rep. And after</p> <p>5 that was Jennifer Miles so...</p> <p>6 Q. Who came up with the schedules</p> <p>7 for your chores or other responsibilities</p> <p>8 at the center?</p> <p>9 A. I don't know. I just know</p> <p>10 what time we had to be down there. We had</p> <p>11 to be down there by 6:30 to do chores.</p> <p>12 Q. So when you went to a common</p> <p>13 location at the center at a certain time</p> <p>14 of day, and at that point, were you</p> <p>15 assigned a specific task?</p> <p>16 A. Yes.</p> <p>17 Q. And do you know what the</p> <p>18 reason for having those chores was? Was</p> <p>19 it to give you a sense of responsibility</p> <p>20 and to help train you for your life</p> <p>21 outside the center?</p> <p>22 A. I don't know. I just assumed</p> <p>23 they wanted to keep the place clean.</p>	<p style="text-align: right;">Page 96</p> <p>1 get your bags pulled, your privileges,</p> <p>2 your phone. I'm assuming if you continued</p> <p>3 not to do them, you probably would be</p> <p>4 dismissed.</p> <p>5 Q. But did you get disciplined if</p> <p>6 you didn't do a chore because you were</p> <p>7 given a lot of privileges at the center?</p> <p>8 A. We got disciplined if we</p> <p>9 didn't do a chore because we didn't do the</p> <p>10 chore because we were required to do the</p> <p>11 chore.</p> <p>12 Q. That's right. My question is</p> <p>13 were certain privileges given to you when</p> <p>14 you enrolled at the center that you didn't</p> <p>15 otherwise have before you entered the</p> <p>16 center?</p> <p>17 A. No. A lot of my freedom was</p> <p>18 taken away when I entered the center.</p> <p>19 Q. Well, you actually were in</p> <p>20 jail before you entered the center. So</p> <p>21 you had more privilege in jail than you</p> <p>22 did at Lovelady Center?</p> <p>23 A. No. I was out of jail before</p>

<p>1 I came to the Lovelady Center.</p> <p>2 Q. The three days before you came 3 to the Lovelady Center?</p> <p>4 A. I had more privileges, yes.</p> <p>5 Q. So you had more privileges at 6 Lovelady than you did have at jail?</p> <p>7 A. No. I had more privileges in 8 the outside world before I entered the 9 center than I did before I entered the 10 center.</p> <p>11 Q. That's not my question. My 12 question is did you have more privileges 13 in the Lovelady Center than you did in 14 jail?</p> <p>15 A. Yes.</p> <p>16 Q. And you entered Lovelady 17 Center because partially, I think you 18 represented earlier, if you hadn't, you 19 would have had to do another five years in 20 jail, correct?</p> <p>21 A. Prison. I would have done 22 five years in prison.</p> <p>23 Q. So do you think you had more</p>	<p>Page 97</p> <p>1 the Lovelady Center.</p> <p>2 Q. And so can you tell me what 3 the success program is?</p> <p>4 A. It's a program where you work 5 for the center, and you get paid a certain 6 amount, and they take your fees directly 7 out of your paycheck.</p> <p>8 Q. And what fees do those go to?</p> <p>9 A. Towards your rent, the hundred 10 and fifty dollars a week that you owe.</p> <p>11 Q. So does the success program -- 12 is there anything within the success 13 program that helps you learn how to hold a 14 job, or did you participate in any 15 training, did you do anything to prepare 16 for the outside world?</p> <p>17 A. Gave me work experience but 18 outside of that, no.</p> <p>19 Q. But work experience is a 20 skill.</p> <p>21 A. That's true.</p> <p>22 Q. That you could use in the 23 outside world after completing rehab, yes?</p>
<p>1 privileges and opportunity at the Lovelady 2 Center than you would have had spending 3 another five years in prison?</p> <p>4 A. Yes.</p> <p>5 MS. COUCH: I'm going to show 6 you what I've marked as Defendant's 7 Exhibit 10.</p> <p>8 (Whereupon, Defendant's 9 Exhibit 10 was marked for 10 identification and attached 11 to the deposition.)</p> <p>12 Q. Can you tell me what this 13 document is?</p> <p>14 A. It's a time sheet for the 15 success program.</p> <p>16 Q. Okay. Does it indicate that 17 during this week in August 2013 you worked 18 thirty-seven hours?</p> <p>19 A. It does.</p> <p>20 Q. And where were you working at 21 this time?</p> <p>22 A. I'm pretty sure this was after 23 I went to work for the thrift shore for</p>	<p>Page 98</p> <p>1 A. Yes.</p> <p>2 Q. So did you understand when you 3 were working at the call center, had any 4 other duties and responsibilities with 5 Lovelady, did you understand that a 6 certain amount of the money that you 7 earned within the Success program would be 8 credited towards the fees that you owed 9 Lovelady?</p> <p>10 A. I knew that if you worked full 11 time, which would be at least -- well, 12 supposed to be forty hours a week. If you 13 worked forty hours a week, that a hundred 14 and fifty would go towards your fees. But 15 if you owed back fees, you had to pay more 16 than that. You only get to keep twenty 17 dollars of your check until your balance 18 is a zero.</p> <p>19 Q. So you understood that you 20 were -- you understood that you had duties 21 and responsibilities within Lovelady to 22 help offset the cost of you living at the 23 center, eating at the center, receiving</p>

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<p>1 services at the center, correct?</p> <p>2 A. I understood that I was</p> <p>3 working for them, and when I got paid, I</p> <p>4 had to pay them at least a hundred and</p> <p>5 fifty dollars a week. That was what I --</p> <p>6 Q. But did you understand that</p> <p>7 that hundred and fifty dollars a week was</p> <p>8 because Lovelady was providing you</p> <p>9 services?</p> <p>10 A. Because we live there and we</p> <p>11 eat there, yes.</p> <p>12 Q. Right. And Lovelady also</p> <p>13 provided other services?</p> <p>14 A. Transportation, yes.</p> <p>15 Q. And counseling, and rehab?</p> <p>16 Correct?</p> <p>17 A. I'm not going to agree with</p> <p>18 the counseling one.</p> <p>19 Q. Would you dispute that there</p> <p>20 were actually counselors that were</p> <p>21 employed by Lovelady that provided</p> <p>22 services?</p> <p>23 A. I don't know if they're</p>	<p>1 doing volunteer work?</p> <p>2 A. No.</p> <p>3 Q. What type of work were you</p> <p>4 doing when it was volunteer?</p> <p>5 A. It varied. Different weeks,</p> <p>6 different days. Sometimes it was taking</p> <p>7 out the trash. Sometimes it was painting.</p> <p>8 Sometimes it was cleaning the smoke yard.</p> <p>9 Sometimes it was sweeping, mopping.</p> <p>10 Whatever task they said needed to be done.</p> <p>11 Q. Did the volunteer work help</p> <p>12 others?</p> <p>13 A. I don't know.</p> <p>14 Q. What's your understanding of</p> <p>15 what it means to be a volunteer?</p> <p>16 A. You're actually a volunteer.</p> <p>17 You're volunteering your time, and you're</p> <p>18 not being compensated for it, but I wasn't</p> <p>19 a volunteer. I had to do it.</p> <p>20 Q. Have you done any other type</p> <p>21 of volunteer work outside of Lovelady</p> <p>22 Center?</p> <p>23 A. No.</p>
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<p>1 licensed counselors. They're client reps.</p> <p>2 So...</p> <p>3 Q. Were you also required to</p> <p>4 participate as a volunteer?</p> <p>5 A. There are volunteer hours.</p> <p>6 They call them volunteer hours, but</p> <p>7 they're not really volunteer. They're</p> <p>8 mandatory. They're required. Two hundred</p> <p>9 and fifty hours from the time you entered</p> <p>10 the program until you reach that amount.</p> <p>11 At least ten hours a week, I believe, was</p> <p>12 the requirement, and those had to be done</p> <p>13 within the center in addition to the</p> <p>14 chores that are also mandatory. But they</p> <p>15 weren't volunteer. They were required.</p> <p>16 As a part of the program. You didn't do</p> <p>17 them, you were going to be out.</p> <p>18 Q. Do you know what the purpose</p> <p>19 of the volunteer work was?</p> <p>20 A. I don't know what their</p> <p>21 purpose was, but I know that it benefited</p> <p>22 the center, kept the center clean.</p> <p>23 Q. Did you get any benefit for</p>	<p>1 Q. Would you expect to get paid</p> <p>2 for work done as a volunteer?</p> <p>3 A. No.</p> <p>4 Q. So did you understand that</p> <p>5 Lovelady had a requirement for a specific</p> <p>6 number of hours for volunteer hours? Did</p> <p>7 you understand that you would not be paid</p> <p>8 for those hours?</p> <p>9 A. At the time I just knew I had</p> <p>10 to do them. I didn't know if they -- I</p> <p>11 didn't even know whether they were going</p> <p>12 to go towards my fees or not. I just knew</p> <p>13 that I had to do those hours. It was a</p> <p>14 requirement program, so...</p> <p>15 Q. But you also understood that</p> <p>16 the volunteer hours would not be paid,</p> <p>17 correct?</p> <p>18 A. I mean, they weren't paid.</p> <p>19 Should they have been paid? Yes. But</p> <p>20 they weren't.</p> <p>21 Q. But you just said a minute ago</p> <p>22 that you would not normally expect to be</p> <p>23 paid for volunteer hours, correct?</p>

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<p>1       A. They weren't volunteer hours,      2 is what I'm telling you. I did not      3 volunteer my time. I did not get up out      4 of the goodness of my heart and say I'm      5 going to clean the sidewalk today. No. I      6 was told "You did this, it's a part of the      7 program or you lose your privileges," and      8 when you have gotten in trouble enough,      9 they dismiss you, so I did what I was told      10 to do.</p> <p>11     Q. But you understood when you      12 enrolled in the program that Lovelady      13 required you to participate in a certain      14 amount of volunteer hours, correct?</p> <p>15     A. Initially, no. After the      16 first week they explained things to me,      17 and yes, I understood that I had to do      18 those things.</p> <p>19     Q. And did you understand that      20 you would not be paid for those hours?</p> <p>21     A. Yes. But that has nothing to      22 do with the thrift store.</p> <p>23     Q. Did Lovelady provide</p>	<p>1       A. Well, they counted towards the      2 time that I was paid, and if I worked      3 forty hours, I was paid a set amount, and      4 then my fees would come out of what I was      5 paid.</p> <p>6       Q. Correct. So when you were      7 working at the thrift store in July or      8 August of 2013, you were enrolled at      9 Lovelady?</p> <p>10     A. Yes.</p> <p>11     Q. And in the Success program?</p> <p>12     A. Yes.</p> <p>13     Q. And so your time spent at the      14 thrift store would be recorded on, for      15 example, a sheet similar to Exhibit 10?</p> <p>16     A. The Success program, my actual      17 work hours should be recorded on the      18 Success program sheet, but there were also      19 opportunity credit sheets for additional      20 hours that I worked. There should be,      21 somewhere.</p> <p>22     Q. So did you ever work time at      23 the thrift store and not record it on one</p>
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<p>1 transportation to you when you worked at      2 the thrift store or at Burger King?</p> <p>3       A. Yes. Both.</p> <p>4       Q. Okay. And let's talk about      5 your time at the thrift store. When did      6 you work for the thrift store?</p> <p>7       A. In July or August, I started      8 working for the thrift store at the call      9 center.</p> <p>10     Q. Of 2013?</p> <p>11     A. Yes. I don't really recall      12 all these dates. It was a very hectic      13 schedule.</p> <p>14     Q. And were you still enrolled as      15 a client at Lovelady at that time?</p> <p>16     A. Yes.</p> <p>17     Q. Were you in the Success      18 program at that time?</p> <p>19     A. Yes.</p> <p>20     Q. So did your hours where you      21 were working at the thrift store, did      22 those hours count towards the Success      23 program?</p>	<p>1 of those sheets, either the opportunity      2 credit sheet or the Success program sheet?</p> <p>3       A. Yes.</p> <p>4       Q. Why didn't you record your      5 time?</p> <p>6       A. Because my supervisor told me      7 I was not allowed to record more than      8 forty-five hours a week.</p> <p>9       Q. Who was your supervisor?</p> <p>10     A. At that time the person that      11 actually gave me that directive was Robin      12 Watford Payne. She had multiple last      13 names.</p> <p>14     Q. Were any of the hours spent      15 after forty hours a week volunteer hours?</p> <p>16     A. No.</p> <p>17     Q. Were they ever recorded in any      18 other way on any other sheet?</p> <p>19     A. Not that I'm aware of.</p> <p>20     Q. Do you have any evidence of      21 working over forty-five hours a week at      22 the thrift store?</p> <p>23     A. I don't, no. There are time</p>

<p style="text-align: right;">Page 109</p> <p>1 sheets that record up to forty-five hours, 2 but that's the highest we were allowed to 3 put.</p> <p>4 Q. Did you work over forty-five 5 hours at the thrift store?</p> <p>6 A. Yes. Frequently.</p> <p>7 Q. How often?</p> <p>8 A. I would say almost every week.</p> <p>9 I almost always worked at least one double 10 per week. And there were many weeks that 11 I worked two and three doubles a week, 12 which is a fifteen-hour day. But you only 13 get to record thirteen hours on your 14 paycheck because you get there at 7:00 in 15 the morning, but you don't leave until, if 16 you're closing the store, at least 9:30 at 17 night. Sometimes later, depending on how 18 wrecked the store is.</p> <p>19 Q. So about how many hours were 20 you working per week at the thrift store?</p> <p>21 A. I would estimate at least -- I 22 would say fifty-five hours a week 23 probably.</p>	<p style="text-align: right;">Page 111</p> <p>1 Q. Or recommendations from 2 previous employers?</p> <p>3 A. No. My recommendation came 4 from Elizabeth in the call center.</p> <p>5 Q. Who made sure that you did 6 work at the call center or at the thrift 7 store?</p> <p>8 A. In the call center my 9 immediate supervisor was Elizabeth.</p> <p>10 Q. What's Elizabeth's last name; 11 do you recall?</p> <p>12 A. I don't. I'm sorry. As a 13 cashier, my immediate supervisors were Joy 14 Jones, Robin Watford Payne, and Jennifer 15 Cox, and then above Jennifer was Hugh 16 Thomas, but there were a lot of other 17 ladies, people that had been there for 18 longer periods or that were already 19 graduates of the program that also 20 instructed me what to do. Sally 21 Bellsnyder was also a floor supervisor, so 22 she told us what to do on occasion.</p> <p>23 Q. Who came up with your</p>
<p style="text-align: right;">Page 110</p> <p>1 Q. And what was your job title 2 there?</p> <p>3 A. Originally, I was in the call 4 center with Elizabeth, and I don't know 5 what the job title would be for that, but 6 I then became a cashier, and after I was 7 there for a while, I became the head 8 cashier, so...</p> <p>9 Q. Did you apply for that job?</p> <p>10 A. No.</p> <p>11 Q. Did you have an interview for 12 that job?</p> <p>13 A. Yes. I did talk to Jennifer 14 Cox, and Robin Watford before they decided 15 to put me in the position.</p> <p>16 Q. When you say talked to, what 17 do you mean?</p> <p>18 A. Like they asked me about my 19 previous work experience and why I wanted 20 to be a cashier so...</p> <p>21 Q. Did you provide them any 22 resume?</p> <p>23 A. No.</p>	<p style="text-align: right;">Page 112</p> <p>1 schedule?</p> <p>2 A. I think Robin, but I'm not 3 sure. Robin or Jennifer.</p> <p>4 Q. And that's Robin or Jennifer 5 at the Lovelady Center?</p> <p>6 A. Yeah. Jennifer Cox or Robin 7 Watford Payne were supervisors.</p> <p>8 Q. Did you graduate from the 9 Lovelady program?</p> <p>10 A. I did.</p> <p>11 Q. When did you graduate?</p> <p>12 A. February 21st, 2014.</p> <p>13 Q. What did you do after you 14 graduated?</p> <p>15 A. I moved into the grad 16 apartment. I mean, I stayed in the center 17 until the grad apartment became available, 18 and then I moved into the grad apartment.</p> <p>19 Q. Did you still work at the 20 thrift store?</p> <p>21 A. I did.</p> <p>22 Q. Did you work anywhere else 23 outside the center at that time or</p>

<p style="text-align: right;">Page 113</p> <p>1 previously while you were enrolled before 2 you graduated?</p> <p>3 A. I worked for Burger King when 4 I first came to the center before I went 5 to work for the thrift store, and then I 6 worked for Burger King after I left the 7 Thrift Store and I was still at the grad 8 house.</p> <p>9 Q. When did you work for Burger 10 King when you were enrolled at the center 11 before you graduated? What dates?</p> <p>12 A. To be honest with you, I don't 13 recall the exact dates, but it was March, 14 sometime in March until July, I think, as 15 a cashier on the Highway 280 location.</p> <p>16 Q. March or to July 2013?</p> <p>17 A. Yes.</p> <p>18 Q. And did someone from Lovelady 19 give you transportation to Burger King?</p> <p>20 A. Yes.</p> <p>21 Q. Were you paid by Burger King?</p> <p>22 A. I was.</p> <p>23 Q. Was anybody at Lovelady</p>	<p style="text-align: right;">Page 115</p> <p>1 could leave the building.</p> <p>2 Q. Was that for purposes of 3 transportation to make sure that they 4 could get you there?</p> <p>5 A. We had to sign a 6 transportation sheet for that so that they 7 knew who they had to take where and when, 8 but I'm guessing that was so the client 9 reps could keep track of where you were. 10 And I also was instructed by my client rep 11 in the beginning that I could not leave on 12 my breaks while at Burger King, that I had 13 to stay in the restaurant. I wasn't 14 allowed to leave the property while I was 15 at work.</p> <p>16 Q. Is that a requirement at 17 Burger King?</p> <p>18 A. Nope.</p> <p>19 Q. And so you worked at Burger 20 King for how long when you were at 21 Lovelady before you graduated?</p> <p>22 A. Just a few months, two or 23 three months.</p>
<p style="text-align: right;">Page 114</p> <p>1 responsible for your duties while you were 2 employed by Burger King?</p> <p>3 A. Just the chores that I did 4 inside the center, stuff that I had to do 5 for the center and the mandatory ten hours 6 a week.</p> <p>7 Q. So no one at Lovelady was 8 responsible for your job duties and your 9 work at Burger King, correct?</p> <p>10 A. Correct.</p> <p>11 Q. And how often did you work at 12 Burger King? Every day?</p> <p>13 A. I was working full time, so 14 thirty-six hours a week.</p> <p>15 Q. Did you turn in time sheets to 16 your supervisor at Burger King?</p> <p>17 A. No. They have a computer that 18 you punch in and punch out on.</p> <p>19 Q. Did somebody at Burger King 20 come up with that schedule, your work 21 schedule?</p> <p>22 A. Yes. But it also had to be 23 cleared through your client rep before you</p>	<p style="text-align: right;">Page 116</p> <p>1 Q. Why did you leave Burger King?</p> <p>2 A. Because I had been working in 3 the call center for Elizabeth for 4 opportunity credit, and she offered me a 5 job at the call center, and it was easier 6 taking transportation. If you have an 7 outside job, it's really difficult, 8 especially if you work at night on 280. 9 It would sometimes be three, three and a 10 half hours before I got back to the 11 center. Or two or three hours that I 12 would have to leave early in order to get 13 to my job on time, but the thrift store 14 van is a completely separate 15 transportation vehicle, and it was more 16 convenient.</p> <p>17 Q. So did you quit your job at 18 Burger King?</p> <p>19 A. I did.</p> <p>20 Q. And then you said you were 21 working at the thrift center, the thrift 22 store, and then you graduated in February 23 of 2014?</p>

Page 117	Page 119
1 A. Uh-huh.	1 Odenville and went to work for Subway.
2 Q. And you were living in	2 Q. Are you currently employed by
3 graduate housing. When did you go to work	3 Subway?
4 for Burger King again?	4 A. No.
5 A. I think it was July. I don't	5 Q. How long did you work for
6 remember. Maybe August of 2014.	6 Subway?
7 Q. Did you stay employed at	7 A. Six months.
8 Burger King?	8 Q. Why did you leave Subway?
9 A. I did.	9 A. Because I moved again.
10 Q. For how long?	10 Q. Did you apply for your job at
11 A. Until a week after I was	11 Subway?
12 dismissed from the grad house.	12 A. I did.
13 Q. Why were you dismissed from	13 Q. Did you interview for your job
14 the grad house?	14 at Subway?
15 A. For taking Viva Zen.	15 A. I did.
16 Q. What's Viva Zen?	16 Q. Did you submit any resume or
17 A. Just over-the-counter herbal	17 letter of recommendation from previous
18 energy supplement.	18 employers when you applied for your job at
19 Q. Did you fail a drug test?	19 Subway?
20 A. They said I did.	20 A. Not a resume. Just an
21 Q. Do you have any reason to	21 application.
22 dispute that you failed a drug test?	22 Q. You worked there for six
23 A. Yes. Because there were no	23 months. Did you quit?
Page 118	Page 120
1 drugs in my system.	1 A. I did.
2 Q. Do you have any evidence that	2 Q. Did you work anywhere after
3 there was no drugs in your system?	3 Subway?
4 A. Yes. Actually, I took a drug	4 A. I went to work for McDonald's
5 test for my probation officer a couple of	5 previously.
6 days after that, and it came back	6 Q. McDonald's where?
7 negative.	7 A. In Trussville.
8 Q. So do you have that with you	8 Q. Did you apply for your job at
9 here?	9 McDonald's?
10 A. I don't.	10 A. I did.
11 Q. You said it was a couple of	11 Q. Did you submit a resume or a
12 days after the previous drug test?	12 letter of application?
13 A. Yes. But their drug test said	13 A. No resume. Just application.
14 I was positive for Methadone. I did not	14 Q. Did you interview for your job
15 take Methadone. I was not taking any	15 at McDonald's?
16 illegal drugs, but I did take Viva Zen.	16 A. Yes.
17 Q. Were you required to leave	17 Q. How long did you work at
18 Lovelady?	18 McDonald's?
19 A. The option was to restart the	19 A. Until June the 12th. I went
20 program or leave. I chose to leave.	20 to work for --
21 Q. And what did you do after you	21 Q. 2015?
22 left Lovelady?	22 A. Yes. When I went to work for
23 A. Moved in with a friend in	23 my current employer, Collegiate Admission

<p style="text-align: right;">Page 121</p> <p>1 and Retention Solutions June the 8th. And 2 so after my initial training week with 3 CARS, I quit working at McDonald's and 4 just stayed with CARS.</p> <p>5 Q. So did you apply for your job 6 at CARS?</p> <p>7 A. I did.</p> <p>8 Q. Did you interview for your 9 job?</p> <p>10 A. I did.</p> <p>11 Q. Did you submit a resume or a 12 letter of recommendation from previous 13 employers?</p> <p>14 A. Not a resume, just an 15 application.</p> <p>16 Q. What's your job duties at 17 CARS?</p> <p>18 A. I'm a student information 19 specialist.</p> <p>20 Q. Did you receive training for 21 that?</p> <p>22 A. I did.</p> <p>23 Q. What type of training?</p>	<p style="text-align: right;">Page 123</p> <p>1 had responsibilities, and you did chores 2 for the center once you arrived, correct?</p> <p>3 A. Yes.</p> <p>4 Q. When then did you first work 5 for Burger King after arriving at the 6 center?</p> <p>7 A. I don't remember the exact 8 date, but it was, to the best of my 9 knowledge, it was within four weeks of 10 arriving at the center.</p> <p>11 Q. So it was likely in May of 12 2013 that you worked at Burger King for 13 the first time since enrolling at 14 Lovelady?</p> <p>15 A. I think so.</p> <p>16 Q. And you just worked there for 17 a couple of weeks, correct?</p> <p>18 A. Until I went to work at the 19 thrift store so until July or August, and 20 I wasn't there. I wasn't at Burger King 21 for a long time.</p> <p>22 Q. So you worked at Burger King 23 for a couple of months while you were</p>
<p style="text-align: right;">Page 122</p> <p>1 A. Pretty extensive voice and 2 call procedure training actually.</p> <p>3 Q. Did you receive training on 4 the job or separate training before you 5 were able to do certain duties?</p> <p>6 A. No. Well, you spend your 7 first week completely in training. You're 8 not actually taking live calls. You're 9 just going through call simulations, which 10 is like a computerized version of it, and 11 you learn the call procedures, and then 12 they put you on the floor where you take 13 actual calls with clients, so...</p> <p>14 MR. CAMP: Can we take a break?</p> <p>15 (Recess taken.)</p> <p>16 Q. Let's clarify some dates that 17 we were talking about earlier. I think 18 you stated that you came to the Lovelady 19 Center in April 2013?</p> <p>20 A. Yes.</p> <p>21 Q. After being court ordered to?</p> <p>22 A. Yes.</p> <p>23 Q. And you did duties, and you</p>	<p style="text-align: right;">Page 124</p> <p>1 enrolled at the center?</p> <p>2 A. To the best of my memory, yes.</p> <p>3 Q. And then after you stopped, 4 after you quit your job at Burger King, 5 and you stopped working at Burger King, 6 you took a job where?</p> <p>7 A. At the thrift store working in 8 the call center.</p> <p>9 Q. And how long did you work at 10 the call center at the thrift store?</p> <p>11 A. A few weeks, two or three 12 weeks before I got transferred to a 13 cashier position.</p> <p>14 Q. At the thrift store?</p> <p>15 A. At the thrift store, yes.</p> <p>16 Q. How long did you work as a 17 cashier at the thrift store?</p> <p>18 A. Until August of 2014.</p> <p>19 Q. And why did you stop in August 20 of 2014?</p> <p>21 A. Because I got tired of working 22 overtime that I wasn't getting paid for.</p> <p>23 Q. Did you get a different job?</p>

<p>1 A. And being paid less than 2 minimum wage. Yes, I did. 3 Q. What was your job? 4 A. I went to work as an hourly 5 wage for Burger King on Gadsden Highway in 6 Trussville. 7 Q. What was your salary? 8 A. Eight fifty an hour. 9 Q. Did Lovelady provide you 10 transportation to the Burger King? 11 A. Yes, they did. 12 Q. So in August of 2014 you went 13 to work for Burger King when you were 14 enrolled in the program at Lovelady? 15 A. I was no longer in the program 16 when I went back to work for Burger King. 17 I was in the grad housing at that point. 18 Q. So just to get it straight, 19 you enrolled at Lovelady in April 2013? 20 A. Uh-huh. 21 Q. You worked for Burger King in 22 approximately May to June or July in 2013 23 while you were enrolled in the program?</p>	<p>Page 125</p> <p>1 honest with you. 2 Q. Did you state earlier that you 3 voluntarily left the Lovelady Center in 4 October 2013? 5 A. Yes. I was given the option 6 of starting the program over or leaving. 7 I chose to leave. 8 Q. Earlier in the deposition we 9 talked about various employees at 10 Lovelady, and supervisors you may have 11 had. I think you called them client reps; 12 is that correct? 13 A. Uh-huh. 14 Q. Were the client reps or any 15 other employees at Lovelady clients like 16 you were? Were they getting treatment for 17 any substance abuse problem? 18 A. I believe the client reps were 19 all previous except for maybe one, they 20 were all previous Lovelady graduates. 21 Q. So they had graduated 22 Lovelady, and they were not current 23 clients of Lovelady?</p>
<p>1 A. Yes. 2 Q. You graduated in February 3 2014, and after that time, you worked 4 again in August 2014 for Burger King as an 5 hourly manager? 6 A. Yes. After I graduated the 7 program. 8 Q. Before you worked for Burger 9 King in August 2014, did you work for the 10 thrift store after you graduated? 11 A. Yes. 12 Q. So after you graduated in 13 February you were working for the thrift 14 store for several months? 15 A. Yes. 16 Q. And then you took a job for 17 Burger King? 18 A. Yes. 19 Q. And when did you stop working 20 for Burger King as an hourly manager? 21 A. It was a week after I was 22 dismissed from the Lovelady Center. I 23 don't remember what the date was, to be</p>	<p>Page 126</p> <p>1 A. To the best of my knowledge. 2 But at the thrift store things were 3 different. I had like Sally Bellsnyder 4 was a floor supervisor. She was not a 5 graduate. She was still in the program. 6 Christina Ellenburg was a head cashier. 7 She also had supervising responsibilities, 8 and she was still in the program, so... 9 Q. But at Lovelady Center, the 10 employees who were giving counseling 11 services, rehab services to the clients, 12 were they currently clients themselves of 13 the program? 14 A. Not that I'm aware of, no. 15 Q. So you as a client at 16 Lovelady, were you doing the same types of 17 duties? Did you have the same times of 18 responsibilities as, for example, the 19 client reps? 20 A. No, I did not. 21 Q. Okay. Do you know what this 22 lawsuit is about? 23 A. It's about being compensated</p>

<p style="text-align: right;">Page 129</p> <p>1 for the hours that I worked.</p> <p>2 Q. What are your claims in this 3 lawsuit?</p> <p>4 A. I just want to be paid for the 5 time that I worked, that I was an 6 employee, that I was being paid less than 7 minimum wage. And I wanted to be paid for 8 the overtime that I didn't get paid for at 9 all.</p> <p>10 Q. When do you think that you 11 were not paid overtime that you were due 12 overtime?</p> <p>13 A. The time that I was in the 14 center until the time -- the time that I 15 went to work for the thrift store until 16 the time that I graduated the program, and 17 the entire period I did not get paid at 18 least minimum wage, and I did get 1099's 19 as a private contractor and could not pay 20 taxes on that income, but I filled out a 21 W4 when I started working at the thrift 22 store. So I was under the impression that 23 I was going to be paying taxes just like</p>	<p style="text-align: right;">Page 131</p> <p>1 those as well.</p> <p>2 Q. Were you working anywhere else 3 at the center when you were given 4 opportunity credits?</p> <p>5 A. What do you mean was I working 6 anywhere else?</p> <p>7 Q. Well, a lot of the time today 8 we've talked about your work at the thrift 9 store.</p> <p>10 A. Okay.</p> <p>11 Q. I'm asking whether that your 12 claims in this lawsuit relate to any of 13 your other time spent working?</p> <p>14 A. Yeah. The opportunity credits 15 were done inside the center. They weren't 16 in the thrift store.</p> <p>17 Q. So you claim you were due 18 overtime for opportunity credits?</p> <p>19 A. I don't think I worked 20 overtime hours for the opportunity 21 credits, but I also don't think I was paid 22 minimum wage for the opportunity credits 23 and I was never -- they never discussed</p>
<p style="text-align: right;">Page 130</p> <p>1 any other job that I've ever had. I did 2 not know until the end of my first year of 3 employment with Lovelady Center that I was 4 a 1099 and a private contractor.</p> <p>5 Q. So are your claims only 6 limited to the overtime that you allege 7 you were due for working at the thrift 8 store?</p> <p>9 MR. CAMP: Object to the form. 10 Her attorneys will decide what claims she 11 can legally bring and what she can't.</p> <p>12 Q. The facts associated with your 13 legal claims -- I'm not asking you a legal 14 question or the specific claims that 15 you're bringing in this lawsuit. I'm 16 asking you about the facts that correspond 17 to those claims. Are you alleging in this 18 lawsuit anything other than the facts 19 surrounding your time spent working at the 20 thrift store?</p> <p>21 A. Whatever time that I spent 22 working what they called opportunity 23 credits, I expected to be compensated for</p>	<p style="text-align: right;">Page 132</p> <p>1 with me what was coming out of my fees. 2 What my work, like what type of 3 compensation could go towards my fees, 4 which is what the opportunity credits were 5 supposed to be for.</p> <p>6 Q. Okay. Do you think that you 7 were an employee of Lovelady?</p> <p>8 A. I was an employee of Lovelady.</p> <p>9 Q. Do you think that all of the 10 clients at Lovelady were employees?</p> <p>11 A. Inside the center?</p> <p>12 Q. Anywhere.</p> <p>13 A. At Lovelady Thrift Store we 14 were employees, yes.</p> <p>15 Q. What do you think would happen 16 if Lovelady had to pay everyone for every 17 hour spent at the thrift store, for 18 example? Do you think they would have 19 funds to do that?</p> <p>20 A. I don't know. That's not 21 really something for me to answer. It has 22 nothing to do with me.</p> <p>23 Q. Did Lovelady Center give you</p>

<p style="text-align: right;">Page 133</p> <p>1 any benefits?</p> <p>2 A. Meaning?</p> <p>3 Q. Anything? Did anything good</p> <p>4 come out of your time at Lovelady?</p> <p>5 A. Yeah. The work experience</p> <p>6 that I got. And some of the relationships</p> <p>7 that I developed were beneficial.</p> <p>8 Q. So all in all it was a good</p> <p>9 thing in your life?</p> <p>10 A. No. It's made my life pretty</p> <p>11 complicated now.</p> <p>12 Q. But you got certain benefits</p> <p>13 from participating in the program?</p> <p>14 A. There was some benefits, yes,</p> <p>15 but overall my life is more complicated</p> <p>16 now, and it's preventing me from</p> <p>17 furthering my education.</p> <p>18 Q. How is it preventing you from</p> <p>19 furthering your education?</p> <p>20 A. Because thousands of dollars</p> <p>21 worth of pell grant money disappeared and</p> <p>22 was unaccounted for as well as my taxes</p> <p>23 that were sent to Shawn Magahey that never</p>	<p style="text-align: right;">Page 135</p> <p>1 don't. But I do have evidence that</p> <p>2 someone got it. And it wasn't me. And</p> <p>3 from what I understand, it wasn't</p> <p>4 Tennessee Temple. So...</p> <p>5 Q. So you're just surmising that</p> <p>6 it was Lovelady? You have no evidence,</p> <p>7 correct?</p> <p>8 A. At this point, no.</p> <p>9 Q. You mentioned something about</p> <p>10 a tax return?</p> <p>11 A. Right. When I got 1099'd as a</p> <p>12 private contractor for over seven thousand</p> <p>13 dollars, I'm required to pay taxes on</p> <p>14 that, and the 1099 also turned it into</p> <p>15 what's considered a complicated tax</p> <p>16 refund. So to have your taxes done cost</p> <p>17 hundreds of dollars, which I didn't have</p> <p>18 because I made less than minimum wage.</p> <p>19 And I sent my information to Shawn, and I</p> <p>20 don't know. I'm trying to resolve the</p> <p>21 issue. I don't know if my taxes ever got</p> <p>22 filed.</p> <p>23 Q. And who is Shawn?</p>
<p style="text-align: right;">Page 134</p> <p>1 got filed. So I cannot now go back to</p> <p>2 school because I don't qualify for a pell</p> <p>3 grant until all of these issues are</p> <p>4 resolved.</p> <p>5 Q. So what do you think Lovelady</p> <p>6 Center did to your pell grant?</p> <p>7 A. I don't know.</p> <p>8 Q. What is a pell grant?</p> <p>9 A. It's federal money that is</p> <p>10 supposed to be refunded to the government</p> <p>11 if not used for education, but I never got</p> <p>12 the balance of those grants, however, I</p> <p>13 did receive tax documents that said</p> <p>14 someone got the balance of those grants.</p> <p>15 I don't know what happened to the rest of</p> <p>16 it.</p> <p>17 Q. Do you have any evidence that</p> <p>18 Lovelady ever had your pell grant, ever</p> <p>19 was authorized to do anything with it?</p> <p>20 A. There are accounts set up in</p> <p>21 our name at the Lovelady Center. Do I</p> <p>22 know that they got it? No, I don't. Do I</p> <p>23 have evidence that they had it? No, I</p>	<p style="text-align: right;">Page 136</p> <p>1 A. Shawn Magahey is Melinda's</p> <p>2 husband. He's a tax accountant or at</p> <p>3 least does taxes.</p> <p>4 Q. Is he an employee at Lovelady</p> <p>5 Center?</p> <p>6 A. I don't remember.</p> <p>7 Q. So are part of your claims in</p> <p>8 this lawsuit surrounding the fact that you</p> <p>9 have missing pell grant money?</p> <p>10 A. Not part of this lawsuit, no.</p> <p>11 Q. Do you have another lawsuit</p> <p>12 related to that?</p> <p>13 A. Not at this time.</p> <p>14 Q. So the claims in this lawsuit</p> <p>15 only relate to --</p> <p>16 A. The work I did for the</p> <p>17 Lovelady Center.</p> <p>18 Q. Did you ever tell anyone at</p> <p>19 Lovelady while you were enrolled there or</p> <p>20 afterwards that you should be paid</p> <p>21 overtime?</p> <p>22 A. Yes.</p> <p>23 Q. When did you tell someone and</p>

<p>1 who did you tell?      2 A. I don't recall all the      3 instances, but a lot of the thrift store      4 employees were disgruntled for not being      5 paid overtime. We've discussed it. I can      6 tell you that I remember talking to my      7 roommate, Sally Bellsnyder as well as Joy      8 Jones, but I cannot tell you each and      9 every instance of every person that I      10 talked to.</p> <p>11 Q. Okay. I'm going to mark what      12 I think is our last exhibit, Exhibit      13 Number 11.</p> <p>14 (Whereupon, Defendant's      15 Exhibit 11 was marked for      16 identification and attached      17 to the deposition.)</p> <p>18 Q. This is your declaration. Did      19 you sign this document, Ms. Gaddis?</p> <p>20 A. Yes.</p> <p>21 Q. Did you draft this document?</p> <p>22 A. Did I draft it -- you mean did      23 I type it? No.</p>	<p>Page 137</p> <p>1 returning to the Lovelady Center?      2 A. I did.      3 Q. When was that?      4 A. In June, May or June of this      5 year.      6 Q. And why did you consider      7 returning?      8 A. Because I separated from my      9 boyfriend, and I didn't have anywhere else      10 to go and I didn't want to live in a      11 shelter.      12 Q. Had you relapsed into your      13 drug addiction at that time?      14 A. No.      15 Q. Did you decide to enroll in      16 Lovelady again?      17 A. I would have but I never heard      18 back from Melinda or Shay in the intake      19 department, and I found a better place to      20 live, a different place to live.      21 Q. Did you submit a new      22 application for enrollment at Lovelady?      23 A. I never submitted an</p>
<p>1 Q. Did your attorney type this      2 for you?      3 A. He did.      4 Q. Did you tell him the substance      5 of the information in this affidavit?      6 A. All of it, yes, I did.      7 Q. And you believe that the      8 statements in this declaration are correct      9 and true today?      10 A. I do.      11 Q. Did you ever refer anyone to      12 the Lovelady Center?      13 A. I think I referred a friend      14 but only because she was in a desperate      15 situation. And she didn't go. So...      16 Q. So you said you referred her      17 because she was in a desperate situation?      18 Did you think Lovelady Center would be a      19 good fit for her?      20 A. It would be safer than active      21 addiction and the situation she was living      22 in at the time.      23 Q. Did you ever consider</p>	<p>Page 138</p> <p>1 application for enroll to begin with.      2 Q. How did you contact Lovelady?      3 Did you say it was May of this year?      4 A. I called.      5 Q. 2015?      6 A. It was May or June.      7 Q. May or June of 2015, you      8 called Lovelady?      9 A. Well, I think I texted Melinda      10 but I called intake. So...      11 Q. And you wanted to return to      12 Lovelady?      13 (Interruption.)      14 A. I didn't really want to, but I      15 would have rather than go to a shelter.      16 Q. Did you go to a shelter?      17 A. I did not.      18 Q. Where did you go?      19 A. I moved in with a friend.      20 Q. Did you ever contact Lovelady      21 again to see if you could enroll there      22 after you first called? In May or June of      23 2015?</p>

<p>1 A. Well, I think I initially 2 talked to intake, and then a couple of 3 days later I talked to Melinda, but after 4 that, no.</p> <p>5 Q. Okay. We talked earlier about 6 the department of labor and the 7 investigation and the fact that you 8 received a settlement check for overtime, 9 correct?</p> <p>10 A. It wasn't for overtime because 11 I couldn't prove those hours. It was for 12 the time after I graduated the program, 13 paying me minimum wage for the recorded 14 hours. That's what the check was for.</p> <p>15 Q. Okay. And you were paid money 16 that you accepted and deposited or cashed, 17 correct?</p> <p>18 A. I accepted it for -- yes.</p> <p>19 Q. Is there any reason, do you 20 believe there's any reason that you were 21 not paid the amount you were due at that 22 time?</p> <p>23 A. I don't know what the reason</p>	<p>Page 141</p> <p>1 overtime that I worked, then yes, I would 2 have been compensated for that as well.</p> <p>3 Q. Did anyone tell you --</p> <p>4 A. Yes. The lady at the labor 5 department that we had a conversation 6 about it, that you were supposed to be 7 compensated for overtime hours time and a 8 half.</p> <p>9 Q. Did she tell you that you were 10 actually due money for overtime?</p> <p>11 A. Me personally?</p> <p>12 Q. For overtime pay?</p> <p>13 A. No, me personally.</p> <p>14 Q. Has anyone told you that you 15 are due overtime pay for your time worked 16 at the Lovelady Center?</p> <p>17 A. No.</p> <p>18 Q. Has your lawyer told you that?</p> <p>19 MR. CAMP: Object to the form.</p> <p>20 Q. I'm not trying to get into -- 21 I'm trying to say anyone besides your 22 lawyer. If he has, that's not what I'm 23 asking, but anyone besides your lawyer.</p>
<p>Page 142</p> <p>1 is, and had I known my rights, I would not 2 have accepted that settlement or that 3 compensation, amount of compensation.</p> <p>4 Q. So at this time do you think 5 you were not paid the amount that you were 6 due?</p> <p>7 A. Yes.</p> <p>8 Q. So to state it another way, 9 you do not think that you were paid the 10 amount you were due?</p> <p>11 A. I think I am owed more money 12 than what that check covered, yeah.</p> <p>13 MR. CAMP: That's better.</p> <p>14 Q. Has anyone told you that you 15 were due overtime?</p> <p>16 A. You're legally supposed to be 17 paid for any hours you work overtime time 18 and a half. It's the law, yeah.</p> <p>19 Q. Did anyone tell you that you 20 were due overtime pay for your work at the 21 Lovelady Center?</p> <p>22 A. If the labor department had 23 records that could have proven the</p>	<p>Page 144</p> <p>1 Have you had a conversation about whether 2 or not you were owed overtime pay?</p> <p>3 A. I've had conversations about 4 the overtime pay that I know I'm owed 5 with. Other employees of the thrift store 6 as well as supervisors at the thrift store 7 who no longer work there, so, yes.</p> <p>8 Q. The supervisors you're 9 referring to, though, at the thrift store, 10 were those supervisors also clients at the 11 time? So kind of in your position or were 12 they -- what was their position?</p> <p>13 A. No. They were actually on 14 payroll and were graduated. They don't 15 live in the grad house. They have 16 graduated the program and moved on. They 17 had years of sobriety.</p> <p>18 Q. And those supervisors told you 19 that you were due overtime?</p> <p>20 A. Jennifer Cox was one, yeah.</p> <p>21 Q. So have you given us all of 22 the documents in addition to the ones I 23 just gave to you early this morning that</p>

Page 145	Page 147
<p>1 you contend support your claims that you      2 were an employee of Lovelady?      3 A. You have everything that I      4 have, so, yes.      5 Q. Have we talked about all of      6 the reasons why you think that you were an      7 employee?      8 MR. CAMP: Objection.      9 Q. Earlier today we talked about      10 the fact that you worked a certain number      11 of hours at the thrift store. And you      12 contend that you were not paid for certain      13 of those hours that you worked overtime?      14 A. Right.      15 Q. Are there any other reasons      16 why you think you are owed overtime pay      17 apart from your work at the thrift center,      18 the thrift store? Excuse me.      19 A. Well, whatever opportunity      20 credits that I worked over forty hours,      21 those, too, I think should be included.      22 And the volunteer hours that we had to do      23 that weren't really volunteer hours, yeah,</p>	<p>1 you did and record it as an opportunity      2 credit?      3 A. Yes.      4 Q. And what was that      5 compensation?      6 A. It was supposed to be money      7 taken off of my fees. Was the purpose of      8 the opportunity credits, was to bring your      9 fees down, so compensation that went      10 towards fees.      11 Q. And the work that you did in      12 the Success program, did you expect      13 compensation in exchange for that work?      14 A. I did.      15 Q. And what compensation did you      16 expect to receive?      17 A. Well, there was a set amount      18 that you get paid in the beginning, and      19 your fees come directly out of that, but      20 it was less than minimum wage so -- and I      21 expected to be paying taxes and not be      22 1099'd as a private contractor. But yes,      23 I expected compensation for the Success</p>
Page 146	Page 148
<p>1 I think those should be included as well.      2 Q. Do you have any other evidence      3 to support your claims besides the      4 documents that we've received from you and      5 your testimony here today?      6 A. No.      7 Q. I think we are probably      8 finished with your questions. We're going      9 to keep the deposition open, though. We      10 have objections to some of the discovery      11 responses, so if we need to open up again      12 at another time because of that, we      13 reserve that right.      14 MR. CAMP: I'm not going to      15 agree to keep the deposition open,      16 however, they're free to make a motion to      17 the Court if they need to in the future.      18 I have a few questions.      19      20 EXAMINATION BY MR. CAMP:      21 Q. The opportunity credits that      22 she spoke of, did you expect to receive      23 any compensation in exchange for the work</p>	<p>1 program if I worked forty hours.      2 Q. What would happen if the      3 number of hours you worked in the Success      4 program were less than forty hours a week?      5 MS. COUCH: Object to the      6 form.      7 A. You wouldn't actually get any      8 money from working because it wouldn't      9 cover your fees, so like there was a set      10 amount of hours that you had to work      11 before your fees were met, and if you      12 didn't get that, then you would be behind.      13 So...      14 Q. So am I to understand that if      15 you didn't work forty hours, if you worked      16 less than forty hours, Lovelady would take      17 the entire amount that you were supposed      18 to receive to satisfy the fees?      19 MS. COUCH: Object to the      20 form. Mischaracterizes testimony.      21 A. When you're working for the      22 thrift store and Lovelady Center is      23 actually your employer then, yes, your</p>

<p style="text-align: right;">Page 149</p> <p>1 fees come out first. They come out before 2 anything else. So if your check is a 3 hundred and fifty dollars and you owe a 4 hundred and fifty dollars, you pay that. 5 Q. And if you work over forty 6 hours, is there a possibility that you'll 7 receive cash in addition to the fees being 8 credited? 9 A. I mean, you get a set amount 10 for forty hours. If you worked forty-five 11 you get a slight compensation, but I think 12 it's like five dollars an hour for the 13 extra five hours. So it's not -- I don't 14 know how they calculate it. You'd have to 15 ask them. I never really got that. Yeah. 16 You get your fees plus like at the end 17 when I was working for the thrift store, I 18 made two fifty a week. So if I worked a 19 minimum of forty hours, my fees were 20 covered, which was the one fifty, and then 21 I had a hundred dollars in addition to, if 22 I worked at least forty hours a week.</p> <p>23 MR. CAMP: Okay. And if you</p>	<p style="text-align: right;">Page 151</p> <p>1 if he did or not. I faxed him the 2 information. He was going to. 3 Q. And are you saying today that 4 through trying to get the pell grants, you 5 don't believe the taxes were filed? 6 MS. COUCH: Object to form. 7 A. Yes. 8 Q. That's correct? 9 A. That's what I believe, yes. 10 Q. And when you went to Lovelady, 11 when you were at the Lovelady Center in 12 the program and Temple University came in, 13 did someone there at the university have 14 you complete pell grant paperwork? 15 MS. COUCH: Object to the 16 form. 17 A. Yes. 18 Q. So it was your understanding 19 that you or the government was paying for 20 the courses offered by Temple University? 21 A. Yes. 22 Q. It wasn't a benefit of being 23 part of the Lovelady's program, correct?</p>
<p style="text-align: right;">Page 150</p> <p>1 worked less than forty, the entire amount 2 was kept by the Lovelady Center. 3 MS. COUCH: Object to the 4 form. 5 Q. Is that accurate? 6 A. When I was still inside the 7 program, yes, usually. 8 Q. Now, at any point in time did 9 you believe that the work you were doing 10 and recording was an opportunity credit 11 whereas part of the Success program was 12 volunteer work? 13 A. No. 14 Q. Did you ever authorize anybody 15 at the Lovelady Center to deduct volunteer 16 hours from the work you recorded for 17 opportunity credits for the Success 18 program? 19 A. No. 20 Q. Did Shawn Magahey always do 21 your taxes? 22 A. In 2013 he did, and in 2014 he 23 was going to, supposed to. I don't know</p>	<p style="text-align: right;">Page 152</p> <p>1 MS. COUCH: Object to the 2 form. 3 A. No. They were paid for with 4 the pell grants. 5 Q. At any point in time that you 6 were performing work and receiving pay 7 from the Lovelady Center, did they pay you 8 overtime compensation for hours worked 9 over forty? 10 A. No. 11 Q. And that's hours worked over 12 forty in a week, correct? 13 A. Yes. 14 Q. Were there times where the 15 amount of time that you recorded for 16 volunteer work, plus the amount of time 17 that you recorded as opportunity credits 18 exceeded forty in a week? 19 MS. COUCH: Object to the 20 form. 21 A. Yes. 22 Q. And you're seeking overtime 23 for those hours over forty as well?</p>

Page 153	Page 155
<p>1 A. Yes.</p> <p>2 Q. Is there any medical staff</p> <p>3 onsite at the Lovelady Center? Like</p> <p>4 doctors?</p> <p>5 A. There are psychiatrists.</p> <p>6 There's a psychiatrist that visits, and</p> <p>7 also an optometrist at one point came.</p> <p>8 But I don't think they're always there.</p> <p>9 It's just like they come at certain times.</p> <p>10 Q. If I am correct you had</p> <p>11 stopped your employment with Burger King</p> <p>12 as of July, August of 2013, correct?</p> <p>13 A. I think so, yes.</p> <p>14 Q. And you have testified earlier</p> <p>15 that you had completed a W9 form for the</p> <p>16 Lovelady Center for tax returns, correct?</p> <p>17 A. Yes.</p> <p>18 (Whereupon, Plaintiff's</p> <p>19 Exhibit 1 was marked for</p> <p>20 identification and attached</p> <p>21 to the deposition.)</p> <p>22 MR. CAMP: I'll show you</p> <p>23 what's marked as Plaintiff's Exhibit 1.</p>	<p>1 A. This is on the time after I</p> <p>2 graduated, goes from February the 23rd,</p> <p>3 which is two days after I graduated the</p> <p>4 program until August the 3rd.</p> <p>5 Q. And so am I correct that from</p> <p>6 July and August, July or August of 2013 up</p> <p>7 through February 22nd of 2014, you were</p> <p>8 still working at the thrift store for the</p> <p>9 Lovelady Center?</p> <p>10 A. I was.</p> <p>11 Q. And did your job change any</p> <p>12 from the point in time that you graduated?</p> <p>13 Were your job duties different?</p> <p>14 A. No.</p> <p>15 Q. And were there other graduates</p> <p>16 that you worked alongside at the thrift</p> <p>17 store?</p> <p>18 A. A few, yes.</p> <p>19 Q. And for those that were</p> <p>20 cashiers or working on the floor were</p> <p>21 their job responsibilities any different</p> <p>22 than yours were?</p> <p>23 A. No. Except for Sally. Sally</p>
Page 154	Page 156
<p>1 Q. It's a W9 form dated September</p> <p>2 3rd of 2013. This is a W9 you completed</p> <p>3 while at the Lovelady Center that they</p> <p>4 have produced to us?</p> <p>5 A. Okay.</p> <p>6 Q. Do you believe that to be the</p> <p>7 W9 you completed before you started</p> <p>8 working as a cashier at the thrift store?</p> <p>9 A. Yes.</p> <p>10 MS. COUCH: What's the Bates</p> <p>11 for that document unless you have another</p> <p>12 copy?</p> <p>13 MR. CAMP: Sure. It's your</p> <p>14 document. Gaddis VLT0024.</p> <p>15 (Whereupon, Plaintiff's</p> <p>16 Exhibit 2 was marked for</p> <p>17 identification and attached</p> <p>18 to the deposition.)</p> <p>19 Q. And so if you could look at</p> <p>20 Plaintiff's Exhibit 2. It's a document</p> <p>21 from the department of labor. Can you</p> <p>22 tell me what period of time this</p> <p>23 settlement agreement deals with?</p>	<p>1 had more responsibility than I did. She</p> <p>2 was a floor supervisor and a cashier.</p> <p>3 MR. CAMP: I'm going to mark</p> <p>4 this as PX3.</p> <p>5 (Whereupon, Plaintiff's</p> <p>6 Exhibit 3 was marked for</p> <p>7 identification and attached</p> <p>8 to the deposition.)</p> <p>9 Q. It's a picture. It's Bates</p> <p>10 stamped Walker v Freedom Rain Inc., R</p> <p>11 Gaddis. I can't make out the Bates. I</p> <p>12 believe it is 000003.</p> <p>13 Q. Can you tell me what this is a</p> <p>14 picture of?</p> <p>15 A. It's a picture of the poster</p> <p>16 that's up in the thrift store.</p> <p>17 Q. And what's it a picture of? I</p> <p>18 mean, what's --</p> <p>19 A. The poster reads "Employees</p> <p>20 only beyond this point." It's put up in</p> <p>21 the section down with the furniture and</p> <p>22 electronics, and there's another one in</p> <p>23 the hallway behind the men's clothing</p>

1 section.

2 Q. Is it a poster that's posted  
3 near doorways?

4 A. Yes.

5 Q. And were you allowed beyond  
6 this point?

7 A. Yes.

8 Q. And were other clients that  
9 were ladies that were classified or  
10 entitled clients allowed to go beyond that  
11 point?

12 A. Yes. As long as you worked  
13 there.

14 Q. In applying for jobs since  
15 you've left the Lovelady Center, do you  
16 name the Lovelady Center as your former  
17 employer?

18 A. Yes.

19 MR. CAMP: That's all I have.

20 FURTHER DEPONENT SAITH NOT

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Page 159

1 C E R T I F I C A T E

2 STATE OF ALABAMA)

3 JEFFERSON COUNTY)

4

5 I hereby certify that the above and  
6 foregoing proceedings were taken down by  
7 me using computer-aided transcription and  
8 that the foregoing is a true and correct  
9 transcript of said proceedings taken down  
10 by me and transcribed by me.

11 I further certify that I am neither  
12 of kin nor of counsel to the parties to  
13 the action, nor am I in anywise interested  
14 in the result of said cause.

15 I further certify that I am duly  
16 licensed by the Alabama Board of Court  
17 Reporting as a Certified Court Reporter as  
18 evidenced by my ACCR number below.

19

20

---

21 Lisa Roussell, ACCR #427

22 Freelance Court Reporter

23 COMMISSIONER - NOTARY PUBLIC

Page 158

1 C E R T I F I C A T E

2 STATE OF ALABAMA)

3 JEFFERSON COUNTY)

4

5 I hereby certify that the above and  
6 foregoing proceedings were taken down by  
7 me using computer-aided transcription and  
8 that the foregoing is a true and correct  
9 transcript of said proceedings taken down  
10 by me and transcribed by me.

11 I further certify that I am neither  
12 of kin nor of counsel to the parties to  
13 the action, nor am I in anywise interested  
14 in the result of said cause.

15 I further certify that I am duly  
16 licensed by the Alabama Board of Court  
17 Reporting as a Certified Court Reporter as  
18 evidenced by my ACCR number below.

19

20

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21 Lisa Roussell, ACCR #427

22 Freelance Court Reporter

23 COMMISSIONER - NOTARY PUBLIC

U.S. Department of Labor  
 Wage and Hour Division  
**Receipt for Payment of Back Wages, Liquidated Damages,  
 Employment Benefits, or Other Compensation**

**DEFENDANT'S  
 EXHIBIT**



4

I, Gaddis, D Rhonda, have received payment of wages, liquidated damages, employment  
 (typed or printed name of employee)  
 benefits, or other compensation due to me from Freedom Rain, Inc.  
 (name and location of the establishment)  
720 Ludington Lane Birmingham AL 35210

for the period beginning with the workweek ending 02/23/2014 through the  
 workweek ending 08/03/2014. The amount of the payment I received is shown below.

This payment of wages and other compensation was calculated or approved by the U.S. Department of Labor Wage and Hour  
 Division (WHD) and is based on the findings of a WHD investigation. This payment is required by the Act(s) indicated below in  
 the marked box(es):

Fair Labor Standards Act (FLSA)

Gross Amount Back Wages	<u>\$1,250.59</u>	Gross Amount Liquidated Damages	<u>\$0.00</u>
Legal Deductions from Back Wages		Other Amount Paid	
Net Amount Received		(please specify type)	

**NOTICE TO EMPLOYEE:** Your acceptance of this payment of wages and/or other compensation due under the Fair Labor  
 Standards Act (FLSA) or Family Medical Leave Act (FMLA), based on the findings of the WHD means that you have given up  
 the right you have to bring suit on your own behalf for the payment of such unpaid minimum wages or unpaid overtime  
 compensation for the period of time indicated above and an equal amount in liquidated damages, plus attorney's fees and court  
 costs under Section 16(b) of the FLSA or Section 107 of the FMLA. Generally, a suit for unpaid wages or other compensation,  
 including liquidated damages, must be filed within two years of a violation of the FLSA or FMLA. Do not sign this receipt unless  
 you have actually received this payment in the amount indicated above.

**RETALIATION AND KICKBACKS PROHIBITED:** Your employer is prohibited from retaliating against you for accepting  
 payment of wages you are owed or from requiring you to return or decline payment of the wages owed to you. Your employer is  
 also prohibited from retaliating against any person who files a complaint with the Wage and Hour Division (WHD) or cooperates  
 with a WHD investigation. Your employer is also prohibited from interfering with, restraining, or denying the exercise of Family  
 Medical Leave Act (FMLA) rights. You should contact the WHD immediately if your employer takes any of these actions or fails  
 to comply with the law in the future. Your identity will be kept confidential to the maximum extent possible under existing law.  
 You may contact the WHD by calling 1-866-487-9243 or 205-536-8570.

Signature of employee Rhonda Gaddis Date 2/26/15  
 Address [REDACTED]

I understand that my signature on this receipt and waiver attests to the fact that I have actually received the payment in the amount  
 indicated above of the wages, liquidated damages, or other compensation due to me, and that I waive my right to bring suit as  
 described above, and covering the period set forth above.

**EMPLOYER'S CERTIFICATION TO WAGE AND HOUR DIVISION OF THE DEPARTMENT OF LABOR:**

I hereby certify that I have on this (Date) 2/26/15 paid the above-named  
 employee in full covering lost or denied wages, liquidated damages, or other compensation as stated above. I further certify that I  
 have not and will not retaliate against the above-named employee for accepting this payment and I have not and will not ask the  
 employee to return all or part of this payment to me.

Signature Keene M. [Signature] Title CFO  
 (employer or authorized representative)

**PENALTIES INCLUDING FINES OR IMPRISONMENT ARE PRESCRIBED FOR A FALSE  
 STATEMENT OR MISREPRESENTATION UNDER U.S. CODE, TITLE 18, SEC. 1001**

**REDACTED**



7916 2<sup>nd</sup> Avenue South  
Birmingham, Alabama 35206  
205-833-7410

February 26, 2015

The Lovelady Center agrees to pay Rhonda Gaddis \$1250.59. Ms. Wood agrees this is all the money due and agrees The Lovelady Center owes her nothing else.

Rhonda Gaddis 2/26/15

Rhonda Gaddis\Date

Rosie Mullen 2/26/15

On behalf of Lovelady Rosie Mullen\Date

**WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER**

The Lovelady Center, Inc.

Rhonda Gaddis

55799

2/13/2015

1,250.59

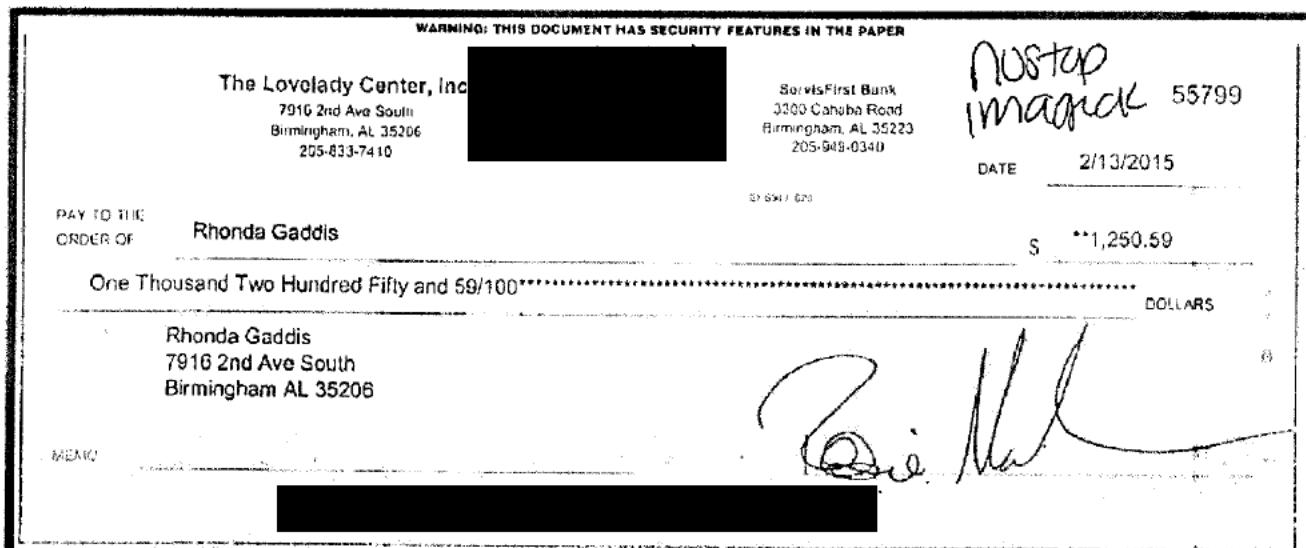
Servis First Bank

1,250.59

FORM# 7000 (Standard Business 3-up)

Current Date: February 27, 2015  
 Account Number: [REDACTED]  
 Capture Date: February 27, 2015  
 Item Number: [REDACTED]  
 Posted Date: February 27, 2015  
 Amount: 1,250.59  
 Record Type: Debit

FREEDOM RAIN INC  
 7916 2ND AVENUE SOUTH  
 BIRMINGHAM AL 35206



<input checked="" type="checkbox"/> THE DRAFTER IS THE PAYEE <input type="checkbox"/> PAYABLE TO PAYEE NAME <input type="checkbox"/> PAYABLE TO PAYEE NAME <input type="checkbox"/> UV DIAL <input type="checkbox"/> INKPROOF <input type="checkbox"/> ABSENCE OF THICK FLUKE <input type="checkbox"/> PART 1: LEGAL NAME <input type="checkbox"/> PAYMENT OF THE CHECK 		PLEASE ENDORSE HERE  SIGN BELOW THIS LINE 
CHECK [REDACTED] DOCUMENT DRAFTER: 204 2/27/15 TRANSFER: 88 11:11 AM 1250.59		
DO NOT WRITE, STAMP OR FINGERPRINT SIGN		
FEDERAL RESERVE REG CC		

REDACTED

Resident Rights and Nondiscrimination Policy

5

The Board of Directors and staff of The Lovelady Center endorse the right of the clients throughout the recovery process, and support and protect the fundamental human, civil, constitutional, and statutory rights of each resident. The Lovelady Center staff share the responsibility of pursuing recovery from addictive diseases, and in this context the following rights and responsibilities are presented.

1. The Lovelady Center does not discriminate in admissions or employment on the basis of sex, national origin or ethnic group, color, age, religion, disability, or military service. The compliance officer (Melinda MeGahee) can be reached at (205) 833-7410, for affirmative action, equal employment opportunity and disability action.
2. Each resident has the right to receive appropriate treatment and care when available in a safe and humane environment. The Lovelady Center reserves the right of admission refusal if it is determined to be detrimental to the applicant or the Center. The reasons, among others deemed necessary by the Administration of The Lovelady Center may include; mental incapacity, health maintenance requirements, drug related behavior at time of application or admission, or evidence of recent violent behavior. Denial appeals may be submitted to the Executive Director.
3. Each resident has the right to participate in the formulation of her recovery plan, and to acknowledge, by signature, the content of the final plan or any adjustments thereto.
4. Each resident has the right to expect personal information contained in their records only to be released according to the confidentiality standards under HIPPA (see Acknowledgement of Confidentiality form).
5. Each resident has the right to know that the performance of all assigned housekeeping and general maintenance duties may be performed without compensation.
6. Each resident has the right to manage her own personal financial affairs if it is not determined by the Administration of The Lovelady Center to be disadvantageous for the resident.
7. Each resident has the right to know that all personal articles, living quarters, and vehicles are subject to be searched at any given time by The Lovelady Center staff and that in an emergency it may not be feasible for the resident to be present at the time of a property search. The Lovelady Center will not at any time be discriminatory in the case of a property search, but it will be imperative to perform routine property searches in order to protect the residents, staff, and guests on the premises of The Lovelady Center.

Client: Dresden D. GoodsDate: 4-22-13Witness: S. LottDate: 4-22-13

DEFENDANT'S  
EXHIBITStatement of Understanding and Agreement

6

This is to certify that I understand and agree to the following terms and conditions while receiving recovery services through The Lovelady Center.

- Rhonda Jacobs*
1. I, Rhonda Jacobs, am a voluntary/court ordered admission to The Lovelady Center, and understand that I have been determined through assessment of my drug or alcohol use, am eligible for residential rehabilitation, or that I have been determined through other circumstances harmful to myself or others, to be eligible to complete The Lovelady Center rehabilitation program.
  2. I hereby consent to provide urine and/or saliva samples for alcohol and screening upon request so long as I remain in residence at The Lovelady Center, and that I am subject to immediate dismissal from the program if any chemical use is discovered. Nonconformity of this policy could result in a "positive drug test" to be recorded.
  3. I do hereby give my consent to The Lovelady Center staff to search my room person and personal property at any time deemed necessary as long as I remain a resident of this facility, whether I am present or not.
  4. I have received a copy of the Client Policy Manuel and hereby agree to obey all rules and regulations of The Lovelady Center.
  5. I do hereby waive all rights to claim suit against The Lovelady Center and the Board of Directors of The Lovelady Center.
  6. I understand that The Lovelady Center is a non-medical facility. If I should require medical treatment, I authorize The Lovelady Center staff to arrange for any treatment, but it is understood that any expenses incurred are my sole responsibility and not the responsibility of The Lovelady Center. In the event of a medical emergency I authorize The Lovelady Center to contact the following persons:

X Name: Janice Jacobs

X Name: \_\_\_\_\_

Address: [REDACTED]

Address: \_\_\_\_\_

Telephone: [REDACTED]

Telephone: ( ) \_\_\_\_\_

7. I also understand that I have the right to revoke this agreement by voluntarily discharging myself from the program. At such time I am no longer bound under any authorization I initially agreed to accept to the extent of actions that had already been taken in reliance through my initial authorization.

Client Signature: Rhonda Jacobs

Date: 4/22/13

Witness: S. Lott

Date: 4/22/13

REDACTED

**DEFENDANT'S EXHIBIT**

7

## Financial Obligation Agreement between Resident and The Lovelady Center/TLC Residential Rehabilitation

Initial by which option(s) applies:

- B9 I understand and agree that I am responsible to pay the intake fee of \$500. In addition to the intake fee, I understand to enter the program I must pay \$450.00. This covers the first 3 (three) weeks. **This total amount \$950.00 is due upon intake. All fees are non-refundable.**
- B9 I understand I am responsible to pay a \$150 or 40% of my gross pay, depending on my specified program, weekly for participating in the program. (Any program requires a minimum of \$150 weekly)
- B9 I am entitled to a \$20 weekly discount when I am eligible to and have my own car, valid driver license insurance, and do not use Lovelady transportation at all.
- B9 I understand that I will be charged \$20 for every drug test unless it is random at The Lovelady Center discretion. However, if I test positive for a random drug test, I will be charged the \$15.
- B9 I understand that I will be charged \$10.00 for not signing transportation the night before.
- B9 If you have a child residing here, your account will be charged \$30 for the first child then \$50 for second or more. This is to provide child care Monday thru Friday 6am to 6pm.
- B9 I also understand that The Lovelady Center will receive my food stamp benefits and if my children are residing here their benefits will also go to The Lovelady Center while residing at the center. If I am not eligible for food stamps, I understand an additional \$150 monthly is added to my account and must be paid.
- B9 I understand if any of our Client Reps go to court with me, I will be billed \$50, if Lindsay, Tina, or Sharon accompanies me, \$75 will be charged to my account.
- B9 If I fail to comply, I understand certain privileges may be revoked, and may be subject to dismissal from the program.

According to the above agreement, I have paid \$ 500.00 with \$ 0 balance being billed to me. I understand that on \_\_\_\_\_ (date) that additional fees will be added to my account weekly.

Name Rhonda Gaddis Date 7-22-13 Program TRANSIT

Employment Status Phase 1 Employment Eligible Hire Date \_\_\_\_\_

Resident Signature Rhonda Gaddis

Intake L. Scott Client Representative Cindy Tedkins

Copy given to:  
 Job Placement       Accounting